

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 989

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE

ORSE 15c OVERSEAS

POSRY — POST FREE

REGULATION GAZETTE No. 939

Registered at the Post Office as a Newspaper

Vol. 37.]

PRETORIA, 12 JULIE 1968.
12 JULY

[No. 2124.

PROKLAMASIES

van die Staatspresident van die Republiek van Suid-Afrika.

No. R. 190, 1968.

SAGTEVRUGTESKEMA.—WYSIGING.

Nademaal die Minister van Landbou, kragtens artikel 9 (2) (c), gelees met artikel 15 (3), van die Bemerkingswet, 1968 (No. 59 van 1968) die voorgestelde wysiging in die Bylae hiervan uiteengesit, van die Sagtevrugteskema, afgekondig by Proklamasie No. R. 288 van 1962, soos gewysig, aangeneem het, en kragtens artikel 12 (1) (b) van genoemde Wet, goedkeuring van die voorgestelde wysiging aanbeveel het;

So is dit dat ek, kragtens die bevoegdhede my verleen by voornoemde artikel 15 (3), gelees met artikel 14 (1) (a), van genoemde Wet, hierby verklaar dat genoemde wysiging op die datum van publikasie hiervan in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Eerste dag van Julie Eenduisend Negehoenderd Agt-en-sestig.

J. J. FOUCHÉ,
Staatspresident.

Op las van die Staatspresident-in-rade.

D. C. H. UYS.

BYLAE.

Die Sagtevrugteskema, afgekondig by Proklamasie No. R. 288 van 1962, soos gewysig, word hierby verder gewysig—

1. deur artikel 4 deur die volgende artikel te vervang:—

„4. (1) Die lede genoem in artikel 3 (1) (a), moet persone wees, uitgesonderd 'n bestuurder of sekretaris van 'n regspersoon, wat kragtens subartikel (2) van hierdie artikel geregtig is om te stem en wat genomineer moet word ooreenkomstig die bepalings van artikels 5, 6 en 7—

(a) een ten opsigte van die gebied Constantia;

(b) een ten opsigte van die gebied wat bestaan uit die produksiestreke Somerset-Wes, Stellenbosch, Banhoek, Vlochtenberg, Lynedoch, Kuilsrivier, Bellville en Klapmuts;

PROCLAMATIONS

by the State President of the Republic of South Africa.

No. R. 190, 1968.

DECIDUOUS FRUIT SCHEME.—AMENDMENT.

Whereas the Minister of Agriculture has, under section 9 (2) (c) read with section 15 (3), of the Marketing Act, 1968 (No. 59 of 1968), accepted the proposed amendment, as set out in the Schedule hereto, to the Deciduous Fruit Scheme, published by Proclamation No. R. 288 of 1962, as amended, and has, under section 12 (1) (b) of the said Act, recommended the approval of the said proposed amendment;

Now, therefore, under the powers vested in me by the aforesaid section 15 (3), read with section 14 (1) (a) of the said Act, I do hereby declare that the said amendment shall come into operation on the date of publication hereof.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this First day of July, One thousand Nine hundred and Sixty-eight.

J. J. FOUCHÉ,
State President.

By Order of the State President-in-Council.

D. C. H. UYS.

SCHEDULE.

The Deciduous Fruit Scheme, published by Proclamation No. R. 288 of 1962, as amended, is hereby further amended—

1. by the substitution for section 4 of the following section:—

“4. (1) The members referred to in section 3 (1) (a), shall be persons, other than a manager or secretary of a body corporate, who, in terms of subsection (2) of this section, are entitled to vote, and who shall be nominated in accordance with the provisions of sections 5, 6 and 7—

(a) one in respect of the Constantia area;

(b) one in respect of the area comprising the production areas of Somerset West, Stellenbosch, Banhoek, Vlochtenberg, Lynedoch, Kuils River, Bellville and Klapmuts;

(c) een ten opsigte van die gebied wat bestaan uit die produksiestreke Franshoek, Groot Drakenstein, Simondium en Villiersdorp;

(d) een ten opsigte van die gebied wat bestaan uit die produksiestreke Suider- en Noorder-Paarl, Klein Drakenstein, Wellington en Riebeeck-Kasteel;

(e) een ten opsigte van die gebied wat bestaan uit die produksiestreke Tulbagh, Piketberg, Wolseley, Ceres, Prince Alfred's Hamlet en die Koue Bokkeveld;

(f) een ten opsigte van die gebied wat bestaan uit die produksiestreke Goudini, Worcester, Hexrivier, Overhex en Nuy;

(g) een ten opsigte van die gebied wat bestaan uit die produksiestreke Koo, Montagu, Ashton, Robertson, Swellendam en Barrydale;

(h) een ten opsigte van die gebied wat bestaan uit die produksiestreke Elgin, Houwhoek en Botrivier; en

(i) een ten opsigte van die gebied wat bestaan uit die produksiestreke Langkloofvallei (insluitende George), Uniondale en Herold.

(2) (a) Niemand mag op 'n vergadering in enige gebied stem nie tensy hy by die raad geregistreer is as 'n persoon wat geregtig is om in daardie gebied te stem.

(b) Niemand word aldus geregistreer nie behalwe 'n blanke persoon wat een-en-twintig jaar oud of ouer is en wat gedurende die seisoen onmiddellik voorafgaande sy aansoek om registrasie, sagtevrugte in die Kaapprovinsie geproduseer het en waarvan hy minstens vier kort ton as as vars vrugte verkoop het: Met dien verstande dat die raad nie sodanige registrasie mag weier nie waar die aansoeker aan voornoemde vereistes voldoen.

(3) (a) 'n Persoon wat andersins kwalifiseer vir registrasie om te stem, moet deur die raad geregistreer word ten opsigte van elke gebied waarin hy minstens vier kort ton sagtevrugte geproduseer het wat hy as vars vrugte verkoop het.

(b) 'n Persoon wat minstens vier kort ton sagtevrugte in die Kaapprovinsie geproduseer en as vars vrugte verkoop het, maar minder as vier kort ton in enige gebied en wat andersins vir registrasie kwalifiseer, moet geregistreer word om te stem in die gebied naaste aan die plek waar hy gewoonweg woon, of, in die geval van 'n regs persoon, vennootskap of ander vereniging, in die gebied in sy aansoek vermeld.

(4) (a) 'n Aansoek om registrasie in enige gebied sal nie deur die raad oorweeg word nie, tensy dit op of voor 'n datum deur die raad bepaal by die raad se hoofkantoor ontvang is, en tensy dit in 'n vorm deur die raad voorgeskryf ingedien word en besonderhede in genoemde vorm vereis, bevat: Met dien verstande dat genoemde datum deur die raad bekendgemaak word in een of meer nuusblaaie wat in sodanige gebied in omloop is.

(b) Die raad is geregtig om enige inligting wat na sy mening nodig is vir die behoorlike oorweging van 'n aansoek, van die aansoeker te eis.

(c) Die raad mag te eniger tyd die registrasie van 'n persoon intrek indien hy van mening is dat sodanige persoon nie meer kwalifiseer vir sodanige registrasie nie, en moet sodanige persoon van sodanige intrekking in kennis stel.

(d) Die raad moet minstens drie dae voor die datum van enige vergadering in 'n gebied, 'n lys van persone wat ten opsigte van daardie gebied geregistreer is aan die voorsittende amptenaar in sodanige gebied voorlê.

(c) one in respect of the area comprising the production areas of Fransch Hoek, Groot Drakenstein, Simondium and Villiersdorp;

(d) one in respect of the area comprising the production areas of Suider and Noorder Paarl, Klein Drakenstein, Wellington and Riebeeck Kasteel;

(e) one in respect of the area comprising the production areas of Tulbagh, Piketberg, Wolseley, Ceres, Prince Alfred's Hamlet and Koue Bokkeveld;

(f) one in respect of the area comprising the production areas of Goudini, Worcester, Hex River, Over Hex and Nuy;

(g) one in respect of the area comprising the production areas of Koo, Montagu, Ashton, Robertson, Swellendam and Barrydale;

(h) one in respect of the area comprising the production areas of Elgin, Houw Hoek and Bot River;

(i) one in respect of the area comprising the production areas of the Langkloof Valley (including George), Uniondale and Herold.

(2) (a) No person shall vote at a meeting in any area, unless he is registered with the board as a person entitled to vote in that area.

(b) No person shall be registered as such except a white person of or above the age of 21 years who produces deciduous fruit in the Cape Province and of which he sold as fresh fruit not less than four short tons during the season immediately preceding his application for registration: Provided that the board shall not refuse such registration where the applicant complies with the aforesaid requirements.

(3) (a) A person who otherwise qualifies for registration to vote shall be registered by the Board in respect of every area in which he has produced not less than four short tons of deciduous fruit and which he sold as fresh fruit.

(b) A person who produced not less than four short tons of deciduous fruit in the Cape Province and which he sold as fresh fruit, but less than four short tons in any area, and who otherwise qualifies for registration, shall be registered to vote in the area nearest to the place where he ordinarily resides, or in the case of a body corporate, partnership or other association, in the area stated in its application.

(4) (a) An application for registration in any area shall not be considered by the board unless it is received at the board's head office on or before a date determined by the board, and unless it is submitted in a form prescribed by the board, which contains the particulars required in the said form: Provided that the said date shall be made known by the Board in one or more newspapers circulating in such area.

(b) The board shall have the right to demand any information from an applicant which in its opinion is required for the proper consideration of an application.

(c) The board may at any time cancel the registration of a person if it is of the opinion that such person no longer qualifies for such registration, and shall give such person notice of such cancellation.

(d) The board shall submit a list of persons registered in respect of an area, to the presiding officer in such area not less than three days prior to the date of any meeting in such area.

(5) Vir die toepassing van subartikels (2), (3) en (4)—

(a) word pere wat vir enige doel anders as vir droging verkoop is en vrugte wat aan die raad gelewer is vir gebruik vir enige doel, beskou as vrugte wat as vars vrugte verkoop is, maar vrugte, uitgesonderd pere, aan enige ander persoon gelewer vir gebruik vir enige doel anders as vir vars vrugte, word nie as sulks beskou nie;

(b) sluit 'sagtevrugte' of 'vrugte' nie appels en appelkose in nie (behalwe appels en appelkose wat aan die raad gelewer of uit die Republiek van Suid-Afrika uitgevoer is), en ook nie enige variëteit van perskes of druiwe wat nie vermeld word in 'n verbod deur die raad uitgereik ten opsigte van die verkoop van sodanige vrugte in die Republiek van Suid-Afrika nie;

(c) beteken 'gebied' enigene van die gebied soos in paragrafe (a) tot (i) van subartikel (1) beskryf;

(d) beteken 'vergadering' 'n vergadering waarna in artikel 7 verwys word.'; en

2. deur subartikels (2) en (3) van artikel 7 deur die volgende subartikels te vervang:—

„(2) Indien meer as een kandidaat voorgestel is, kan elke persoon wat teenwoordig is op die vergadering in die gebied en wat by die raad geregistreer is as 'n persoon wat geregtig is om in daardie gebied te stem, op aansoek van die voorsittende amptenaar 'n stembrief verkry waarop hy moet stem en wat hy in 'n verseëelde stembus moet plaas wat vir die doel deur die voorsittende amptenaar verskaf word. 'n Stemgeregtigde mag slegs die stembrief gebruik wat aan hom deur die voorsittende amptenaar voorsien is en wat in 'n vorm moet wees soos deur die Minister voorgeskryf.

(3) Geen persoon, regspersoon, vennootskap of vereniging mag by enige verkiesing in enige gebied meer as een stem uitbring nie.”.

(5) For the purpose of subsections (2), (3) and (4)—

(a) pears sold for any purpose other than for drying and fruit delivered to the board for use for any purpose shall be deemed to have been sold as fresh fruit but fruit excluding pears delivered to any other person for use for any purpose other than as fresh fruit shall not be so deemed;

(b) 'deciduous fruit' or 'fruit' shall not include apples and apricots (other than apples and apricots delivered to the board or exported from the Republic of South Africa), and also not any variety of peaches or grapes not mentioned in a prohibition issued by the board in respect of the sale of such fruit in the Republic of South Africa;

(c) 'area' shall mean any one of the areas as described in paragraphs (a) to (i) of subsection (1);

(d) 'meeting' shall mean a meeting referred to in section 7.”; and

2. by the substitution for subsections (2) and (3) of section 7, of the following subsections:—

“(2) If more than one candidate has been proposed, every person who is present at the meeting in the area and who is registered with the board as a person entitled to vote in that area, may on application to the presiding officer, obtain from him a ballot paper upon which he shall record his vote and which he shall deposit in a sealed ballot box provided for that purpose by the presiding officer. A voter may only use the ballot paper supplied to him by the presiding officer and which shall be in a form prescribed by the Minister.

(3) No person, body corporate, partnership or association shall exercise more than one vote at any election in any area.”.

No. R. 193, 1968.

BYDRAES TOT DIE KOSTE VAN JAKKALS-HEININGS.—AFDELING KURUMAN.

Kragtens die bevoegdheid my verleen by artikel 3 (1) van die Omheiningswet, 1963 (Wet No. 31 van 1963), verklaar ek hierby dat bydraes tot die koste van—

(a) die verandering van 'n grensheining in 'n jakkalsheining; of

(b) die oprigting van 'n jakkalsheining as 'n grensheining;

vanaf die datum van publikasie hiervan verpligtend is in daardie gedeeltes van Wyke 1, 9 en 10 van die Afdeling Kuruman, wat in die bygaande Bylae beskryf word.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Sewe-en-twintigste dag van September Eenduisend Negenhonderd Sewe-en-sestig.

J. F. NAUDÉ,

Waarnemende Staatspresident.

Op las van die waarnemende Staatspresident-in-rade.

J. J. FOUCHÉ.

BYLAE.

GEDEELTES VAN WYKE 1, 9 EN 10.

Beginnende by die suidwestelike baken van die plaas Whitebank, vandaar in 'n algemene westelike rigting om die volgende plase Ettrick Gedeelte 1, Ettrick Gedeelte 2, Dartmoor, Annex Geluk en Erlank in te sluit tot by die suidwestelike baken van laasgenoemde plaas, vandaar in

No. R. 193, 1968.

CONTRIBUTIONS TOWARDS COST OF JACKAL-PROOF FENCING.—DIVISION OF KURUMAN.

Under the powers vested in me by section 3 (1) of the Fencing Act, 1963 (Act No. 31 of 1963), I hereby declare that contributions towards the cost of—

(a) converting a boundary fence into a jackal-proof fence; or

(b) erecting a jackal-proof fence as a boundary fence;

shall, as from the date of publication hereof, be obligatory in that portion of Wards 1, 9 and 10 of the Division of Kuruman, described in the Schedule hereto.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Twenty-seventh day of September, One thousand Nine hundred and Sixty-seven.

J. F. NAUDÉ,

Acting State President.

By Order of the Acting State President-in-Council.

J. J. FOUCHÉ,

SCHEDULE.

PORTION OF WARDS 1, 9 AND 10.

Beginning at the south-western beacon of the farm Whitebank, thence in a general westerly direction so as to include the farms Portion 1 Ettrick, Portion 2 Ettrick, Dartmoor, Annex Geluk and Erlank up to the south-western beacon of the last-mentioned farm, thence in a

'n noordelike rigting langs die westelike grens van die plaas Erlank tot by die noordwestelike baken van laasgenoemde plaas, vandaar in 'n westelike rigting langs die suidelike grens van die plaas Ulster tot by die mees westelike baken van laasgenoemde plaas, vandaar in 'n algemene noordelike rigting om die volgende plase Gedeelte 1 Rooidam, resterende Rooidam en Dorisdale in te sluit tot by die mees westelike baken van laasgenoemde plaas, vandaar in 'n suidwestelike rigting langs die suidoostelike grens van die plaas Aarpan tot by die mees suidelike baken van laasgenoemde plaas, vandaar in 'n algemene noordelike rigting om die volgende plase Aarpan, Pretoria, London en Laer Kuruman Bantoereservaat in te sluit tot by die noordwestelike baken van laasgenoemde reservaat, vandaar in 'n oostelike rigting langs die noordelike grens van Laer Kuruman Bantoereservaat tot by die noordoostelike baken van genoemde reservaat, vandaar in 'n suidelike rigting langs die oostelike grens van die Laer Kuruman Bantoereservaat tot by die suidoostelike baken van genoemde reservaat, vandaar in 'n suidwestelike rigting om die volgende plase Laer Kuruman Bantoereservaat en Whitebank in te sluit tot by die suidwestelike baken van laasgenoemde plaas, die beginpunt hierbo genoem.

northerly direction along the western boundary of the farm Erlank up to the south-western beacon of the last-mentioned farm, thence in a westerly direction along the southern boundary of the farm Ulster up to the most western beacon of the last-mentioned farm, thence in a general northerly direction so as to include the following farms Portion 1 Rooidam, remainder Rooidam and Dorisdale up to the most western beacon of the last-mentioned farm thence in a south-westerly direction along the south-eastern boundary of the farm Aarpan up to the most southern beacon of the last-mentioned farm, thence in a general northerly direction so as to include the following farms Aarpan, Pretoria, London and Lower Kuruman Native Reserve up to the north-western beacon of the last-mentioned Reserve, thence in an easterly direction along the northern boundary of the Lower Kuruman Native Reserve up to the north-eastern beacon of the mentioned Reserve, thence in a southerly direction along the eastern boundary of the Lower Kuruman Native Reserve up to the south-eastern beacon of the mentioned Reserve, thence in a general south-westerly direction so as to include the farms Lower Kuruman Native Reserve and Whitebank up to the south-western beacon of the last-mentioned farm, the point of beginning above.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1187. 12 Julie 1968.

WET OP NYWERHEIDSVERSOENING, 1956. BOUNYWERHEID, NATALSE MIDDELLANDE. WYSIGING VAN OOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 Mei 1970 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 Mei 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Pietermaritzburg, Richmond, New Hanover, Camperdown en Lion's River en in daardie gedeelte van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrik Lion's River geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 Mei 1970 eindig in die landdrosdistrikte Pietermaritzburg, Richmond, New Hanover, Camperdown en Lion's River en in daardie gedeelte van die landdrosdistrik Mooirivier wat voor 1 September

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1187. 12 July 1968.

INDUSTRIAL CONCILIATION ACT, 1956. BUILDING INDUSTRY, NATAL MIDLANDS. AMENDMENT OF AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 14 May 1970, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations and unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 14 May 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Pietermaritzburg, Richmond, New Hanover, Camperdown and Lion's River and in that portion of the Magisterial District of Mooi River which prior to 1 September 1964 fell within the Magisterial District of Lion's River; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Pietermaritzburg, Richmond, New Hanover, Camperdown and Lion's River and in that portion of the Magisterial District of Mooi River which prior to 1 September 1964 fell within the Magisterial District of Lion's River, and from the second Monday after the date of publication of this notice and for the period ending 14 May

1964 binne die landdrostdistrik Lion's River geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die Master Builders' and Allied Traders' Association, Pietermaritzburg en

Building Industries Federation (South Africa)

(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

Amalgamated Society of Woodworkers, en

The Amalgamated Union of Building Trade Workers of South Africa en

White Building Workers' Union

(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

ter wysiging van die Ooreenkoms tussen genoemde partye, gepubliseer by Goewermentskennisgewing No. R. 654 van 5 Mei 1967, soos gewysig by Goewermentskennisgewing No. R. 1023 van 7 Junie 1968.

KLOUSULE 4: LONE.

Deur paragraaf (d) van subklousule (1) deur onderstaande te vervang:—

"(d) Ambagsmanne in alle ambagte: 95 sent per uur."

Op hede die 22ste dag van April 1968 te Pietermaritzburg onderteken.

G. F. J. HENWOOD, *Voorsitter.*
N. H. NICOLSON, *Ondervoorsitter.*
G. S. PAINTER, *Sekretaris.*

1970, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

Master Builders' and Allied Traders' Association, Pietermaritzburg, and

Building Industries Federation (South Africa)

(hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and

Almagamated Society of Woodworkers, and

The Amalgamated Union of Building Trade Workers of South Africa, and

White Building Workers' Union

(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,

to amend the Agreement between the said parties published under Government Notice No. 654, dated 5 May 1967, as amended by Government Notice No. R. 1023 dated 7 June 1968, as follows:—

CLAUSE 4: WAGES.

By the deletion of paragraph (d) of subclause (1) and the substitution thereof of the following:—

"(d) Artisans in all trades: 95 cents per hour."

Dated at Pietermaritzburg this 22nd day of April 1968.

G. F. J. HENWOOD, *Chairman.*
N. H. NICOLSON, *Vice-Chairman.*
G. S. PAINTER, *Secretary.*

No. R. 1199. 12 Julie 1968.

WET OP NYWERHEIDSVERSOENING, 1956. BOUNYWERHEID, NOORD-NATAL.

Onderstaande verbetering van Goewermentskennisgewing No. R. 552 wat in *Buitengewone Staatskoerant* No. 2035 van 5 April 1968 verskyn het, word vir algemene inligting gepubliseer.

In die Engelse Teks van die Bylae.

Vervang klousule 5 (3) deur die volgende:—

"(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme."

No. R. 1199. 12 July 1968.

INDUSTRIAL CONCILIATION ACT, 1956. BUILDING INDUSTRY, NORTHERN NATAL.

The following correction to Government Notice No. R. 552 appearing in *Government Gazette Extraordinary* No. 2035 of 5 April 1968, is published for general information.

In the English Version of the Schedule.

Substitute the following for clause 5 (3):—

"(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme."

No. R. 1206. 12 Julie 1968.

WET OP NYWERHEIDSVERSOENING, 1956. BEROEP VAN TANDWERKTUIGKUNDIGE, REPUBLIEK VAN SUID-AFRIKA. INTREKKING VAN GOEWERMENTS- KENNISGEWING.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, Goewermentskennisgewing No. R. 974 van 30 Mei 1968 in vanaf die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

No. R. 1206. 12 July 1968.

INDUSTRIAL CONCILIATION ACT, 1956. DENTAL MECHANICIAN OCCUPATION, REPUBLIC OF SOUTH AFRICA.

CANCELLATION OF GOVERNMENT NOTICE.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956 as applied by section 25 (1) of the Dental Mechanician Act, 1945, cancel Government Notice No. R. 974 of 30 May 1968, as from the date of publication of this notice

M. VILJOEN,
Minister of Labour

No. R. 1207. 12 Julie 1968.
WET OP NYWERHEIDSVERSOENING, 1956.
BEROEP VAN TANDWERKTUIGKUNDIGE,
REPUBLIEK VAN SUID-AFRIKA.
VERLENGING VAN GELDIGHEDSDUUR
VAN HOOFOORENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, die tydperke vasgestel in Goewermentskennisgewings Nos. 589 van 13 April 1962, R. 519 van 9 April 1965, R. 1050 en R. 1051 van 16 Julie 1965, R. 1098 en R. 1099 van 8 Julie 1966, R. 1654 van 21 Oktober 1966, R. 2035 en R. 2036 van 23 Desember 1966 en R. 9 van 5 Januarie 1968, met 'n verdere tydperk wat op 15 September 1968 eindig.

M. VILJOEN,
 Minister van Arbeid.

No. R. 1208. 12 Julie 1968.
WET OP NYWERHEIDSVERSOENING, 1956.
BEROEP VAN TANDWERKTUIGKUNDIGE,
REPUBLIEK VAN SUID-AFRIKA.
VERLENGING VAN GELDIGHEDSDUUR
VAN PENSIOENFONDSOORENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, die tydperke vasgestel in Goewermentskennisgewings No. 1271 van 29 Augustus 1958, No. 11 van 2 Januarie 1959, No. R. 222 van 19 Februarie 1965 en R. 1414 van 17 September 1965, met 'n verdere tydperk van twaalf maande wat op 31 Augustus 1969 eindig.

M. VILJOEN,
 Minister van Arbeid.

No. R. 1219. 12 Julie 1968.
WET OP NYWERHEIDSVERSOENING, 1956.
DRANK- EN VERVERSINGSBEDRYF,
PIETERMARITZBURG.
VERLENGING VAN HOOFOORENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, soos gewysig, die tydperk vasgestel in Goewermentskennisgewing No. R. 1031 van 9 Julie 1965, met 'n verdere tydperk van 6 maande wat op 18 Januarie 1969 eindig.

M. VILJOEN,
 Minister van Arbeid.

No. R. 1220. 12 Julie 1968.
WET OP FABRIEKE, MASJINERIE
EN BOUWERK, 1941.
VRYSTELLING VAN SIEKTEVERLOF-
BEPALINGS.
MEUBELNYWERHEID, NATAL.

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, werkgevers wat onderworpe is aan die bepalings van die Ooreenkoms gepubli-

No. R. 1207. 12 July 1968.
INDUSTRIAL CONCILIATION ACT, 1956.
DENTAL MECHANICIAN OCCUPATION,
REPUBLIC OF SOUTH AFRICA.
EXTENSION OF PERIOD OF OPERATION
OF MAIN AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanicians Act, 1945, extend the periods fixed in Government Notices Nos. 589 of 13 April 1962, R. 519 of 9 April 1965, R. 1050 and R. 1051 of 16 July 1965, R. 1098 and R. 1099 of 8 July 1966, R. 1654 of 21 October 1966, R. 2035 and R. 2036 of 23 December 1966 and R. 9 of 5 January 1968, by a further period ending on 15 September 1968.

M. VILJOEN,
 Minister of Labour.

No. R. 1208. 12 July 1968.
INDUSTRIAL CONCILIATION ACT, 1956.
DENTAL MECHANICIAN OCCUPATION,
REPUBLIC OF SOUTH AFRICA.
EXTENSION OF PERIOD OF OPERATION
OF PENSION FUND AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanicians Act, 1945, extend the periods fixed in Government Notices No. 1271 of 29 August 1958, No. 11 of 2 January 1959, No. R. 222 of 19 February 1965 and No. R. 1414 of 17 September 1965, by a further period of twelve months ending on 31 August 1969.

M. VILJOEN,
 Minister of Labour.

No. R. 1219. 12 July 1968.
INDUSTRIAL CONCILIATION ACT, 1956.
LIQUOR AND CATERING TRADE,
PIETERMARITZBURG.
EXTENSION OF MAIN AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, as amended, extend the period fixed in Government Notice No. R. 1031 of 9 July 1965 by a further period of 6 months ending on 18 January 1969.

M. VILJOEN,
 Minister of Labour.

No. R. 1220. 12 July 1968.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.
EXEMPTION FROM SICK LEAVE PROVISIONS.
FURNITURE MANUFACTURING INDUSTRY,
NATAL.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, exempt employers who are subject to the provisions of the Agreement published

seer by Goewermenskennisgewing No. 987 van 5 Julie 1963, soos gewysig en verleng, vanaf 15 Julie 1968 en vir die tydperk wat op 14 November 1968 eindig, vry van die bepalings van artikel 21A van genoemde Wet vir sover dit werknemers betref wat ingevolge genoemde ooreenkoms op siektebesoldiging geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1221. 12 Julie 1968.
WET OP NYWERHEIDSVERSOENING, 1956.
MEUBELNYWERHEID, NATAL.
VERLENGING VAN GELDIGHEDSDUUR
VAN BYSTANDSFONDSOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermenskennisgewings No. 987 van 5 Julie 1963, No. R. 1444 van 18 September 1964 en No. R. 316 van 5 Maart 1965, met 'n verdere tydperk van vier maande wat op 14 November 1968 eindig.

M. VILJOEN,
Minister van Arbeid.

DEPARTEMENT VAN DOEANE EN AKSYNS.
No. R. 1205. 12 Julie 1968.

DOEANE- EN AKSYNSWET, 1964.—WYSIGING
VAN BYLAE No. 3 (No. 3/150).

Ek, Nicolaas Diederichs, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 75 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 3 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

N. DIEDERICHS,
Minister van Finansies.

under Government Notice No. 987 of 5 July 1963, as amended and extended, from the provisions of section 21A of the said Act as from 15 July 1968 and for the period ending 14 November 1968, in respect of employees who are entitled to sick pay in terms of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R. 1221. 12 July 1968.
INDUSTRIAL CONCILIATION ACT, 1956.
FURNITURE MANUFACTURING INDUSTRY,
NATAL.

EXTENSION OF PERIOD OF OPERATION
OF BENEFIT FUND AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices No. 987 of 5 July 1963, No. R. 1444 of 18 September 1964 and No. R. 316 of 5 March 1965, by a further period of four months ending on 14 November 1968.

M. VILJOEN,
Minister of Labour.

DEPARTMENT OF CUSTOMS AND EXCISE.
No. R. 1205. 12 July 1968.

CUSTOMS AND EXCISE ACT, 1964.—AMEND-
MENT OF SCHEDULE No. 3 (No. 3/150).

I, Nicolaas Diederichs, Minister of Finance, acting in terms of the powers vested in me by section 75 of the Customs and Excise Act, 1964, hereby amend Schedule No. 3 to the said Act to the extent set out in the Schedule hereto.

N. DIEDERICHS,
Minister of Finance.

BYLAE.

I Item	II Tariefpos en Beskrywing	III Mate van Korting
317.03	Deur Opmerking 06.06 A. 6 deur die volgende te vervang: „6. Transmissie: (a) Transmissieasse (dryfasse), hetsy kruiskoppelings of steunarms daaraan bevestig is al dan nie, kan gemonteer wees maar moet nie in posisie wees nie. (b) Aandryfwielasse van die nie-verende integrerende omhulsel tipe en die swaaitipe kan gemonteer wees met alle interne onderdele (met inbegrip van dryfaskoppelflense), met die nodige remtoerusting en, behoudens die bepalings van subparagraaf 3 (a), met alle ander onderdele en submontasies in posisie. (c) Aandryfwielasse van die onafhanklike vering tipe moet, behoudens die bepalings van subparagraaf 3 (a), ongemonteer wees. Die ewenaaromhulsel met alle interne onderdele, met inbegrip van halfas- en dryfaskoppelflense, kan gemonteer, maar moet nie in posisie wees nie.” Deur in paragraaf (I) na paragraaf (3) van tariefpos No. 87.06 die volgende in te voeg: „(4) Transmissieasse (dryfasse) gebruik met kruisspiltipe gewrigskoppelings (hetsy sodanige koppelings daaraan bevestig is al dan nie) (uitgesonderd transmissieasse gebruik met wringbuis), en onderdele van sodanige asse en koppelings, vir motorvoertuie in paragraaf (III) van hierdie item vermeld (5) Gewrigskoppelings van die kruisspiltipe, en onderdele daarvan, vir motorvoertuie in paragraaf (III) van hierdie item vermeld	Volle reg min 20% Volle reg min 20% ”

I Item	II Tariefpos en Beskrywing	III Mate van Korting
317.06	Deur na tariefpos No. 70.20 die volgende in te voeg: „ 73.18 Staalbuis, hetsy toegerus met rubberringe daaraan verbonde al dan nie, vir die vervaardiging of voltooiing van transmissieasse (dryfasse) Deur tariefpos No. 73.40 deur die volgende te vervang: „ 73.40 (1) Steundrade (papierbedek), vir die vervaardiging van sitplekmonterings (2) Staalbalanseergewigte, vir die vervaardiging of voltooiing van transmissieasse (dryfasse) Deur paragraaf (8) van tariefpos No. 87.06 deur die volgende te vervang: „ (8) Stompasjukke vir halfassubmontasies van onafhanklike vering-aandryfwielasse van die tipe met kruisspilgewrigskoppeling gebruik, volledig of onvolledig (hetsy afgewerk al dan nie), vir die vervaardiging of voltooiing van sodanige halfassubmontasies Deur na paragraaf (12) van tariefpos No. 87.06 die volgende in te voeg: „ (13) Voorbereide staalbuis toegerus met rubberringe daaraan verbonde, vir die vervaardiging of voltooiing van transmissieasse (dryfasse) (14) Kruisspilgewrigskoppeling met 'n totale lengte oor die jukarms, met inbegrip van buitekeërlinge, van meer as 95 mm., en onderdele daarvan, (hetsy afgewerk al dan nie), geheel en al ongemonteer, vir die vervaardiging van transmissieasse (dryfasse) (15) Koeëltipe gelyksnelheidsgewrigskoppeling en onderdele daarvan, volledig of onvolledig (hetsy afgewerk al dan nie), geheel en al ongemonteer, vir die vervaardiging of voltooiing daarvan	Volle reg ” Volle reg Volle reg ” Volle reg ” Volle reg Volle reg Volle reg ”

OPMERKINGS.—

- (1) Die vorm waarin sekere aandryfwielasse ingevoer kan word in eenheidsverpakkinge en dus met korting op reg toelaatbaar is, word voorgeskryf.
- (2) Die voorsiening vir 'n korting op reg op sekere transmissieasse (dryfasse) en kruiskoppeling, word ingetrek.
- (3) Voorsiening word gemaak vir 'n volle korting op reg op sekere materiale en onderdele, vir die vervaardiging of voltooiing van transmissieasse (dryfasse) en sekere tipes halfassubmontasies en kruiskoppeling.

SCHEDULE.

I Item	II Tariff Heading and Description	III Extent of Rebate
317.03	By the substitution for Note 06.06 A. 6 of the following: “ 6. Transmission: (a) Transmission (propeller) shafts, whether or not universal joints or brackets are attached, may be assembled but shall not be in position. (b) Driving axles of the rigid integral housing and the swing types may be assembled with all internal parts (including transmission shaft companion flanges), with the requisite brake equipment and, subject to the provisions of subparagraph 3 (a), with all other parts and sub-assemblies in position. (c) Driving axles of the independent suspension type shall, subject to the provisions of subparagraph 3 (a), be unassembled. The differential carrier housing with all internal parts, including axle shaft and transmission shaft companion flanges, may be assembled but shall not be in position.” By the insertion in paragraph (I) after paragraph (3) of tariff heading No. 87.06 of the following: “ (4) Transmission (propeller) shafts used with cross journal type universal joints (whether or not such joints are attached) (excluding transmission shafts used with torque tubes), and parts of such shafts and joints, for motor vehicles specified in paragraph (III) of this item (5) Universal joints of the cross journal type, and parts thereof, for motor vehicles specified in paragraph (III) of this item	Full duty less 20% Full duty less 20% ”
317.06	By the insertion after tariff heading No. 70.20 of the following: “ 73.18 Steel tubes, whether or not fitted with rubber rings bonded thereto, for the manufacture or completion of transmission (propeller) shafts By the substitution for tariff heading No. 73.40 of the following: “ 73.40 (1) Support wires (paper covered), for the manufacture of seat assemblies (2) Steel balance weights, for the manufacture or completion of transmission (propeller) shafts	Full duty ” Full duty Full duty ”

I Item	II Tariff Heading and Description	III Extent of Rebate
	By the substitution for paragraph (8) of tariff heading No. 87.06 of the following: “(8) Stub axle yokes for independent suspension driving axle shaft sub-assemblies of the type used with cross journal universal joints, complete or incomplete (whether or not finished), for the manufacture or completion of such axle shaft sub-assemblies	Full duty”
	By the insertion after paragraph (12) of tariff heading No. 87.06 of the following: “(13) Prepared steel tubes fitted with rubber rings bonded thereto, for the manufacture or completion of transmission (propeller) shafts	Full duty
	(14) Cross journal universal joints with an overall length across the journal, including bearing cups, exceeding 95 mm., and parts thereof, (whether or not finished), completely unassembled, for the manufacture of transmission (propeller) shafts	Full duty
	(15) Ball type constant velocity universal joints and parts thereof, complete or incomplete (whether or not finished), completely unassembled, for the manufacture or completion thereof	Full duty”

NOTES.—

- (1) The form in which certain driving axles can be imported in unit packs and thus admissible under rebate of duty, is prescribed.
- (2) The provision for a rebate of duty on certain transmission (propeller) shafts and universal joints, is withdrawn.
- (3) Provision is made for a rebate of the full duty on certain materials and parts, for the manufacture or completion of transmission (propeller) shafts and certain types of axle shaft sub-assemblies and universal joints.

DEPARTEMENT VAN GESONDHEID.

No. R. 1186.

12 Julie 1968.

DIE SUID-AFRIKAANSE GENEESKUNDIGE
EN TANDHEELKUNDIGE RAAD.WYSIGING VAN REGULASIES BETREFFENDE
DIE GRADE, DIPLOMAS OF SERTIFIKATE WAT
GENEESHERE EN TANDARTSE REG OP
REGISTRASIE GEE.

Dit het die Staatspresident behaag om kragtens die bevoegdheid hom verleen by artikels 22 en 23 van die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet No. 13 van 1928), soos gewysig, gelees met artikel 94 (1) van genoemde Wet, en na oorweging van 'n aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, die regulasies afgekondig by Goewermentskennisgewing No. R. 1689 van 30 Oktober 1964, soos gewysig, verder te wysig—

(i) deur onder die opskrif „Groot-Brittanje” die volgende kwalifikasie by regulasie 1 te voeg:—

Universiteit of eksaminerende liggaam en Afkorting vir kwalifikasie. registrasie.

Universiteit van Dundee—

Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie M.B., Ch.B. Univ. Dundee.

(ii) deur die skraping in regulasie 4 van die bestaande paragrawe onder die opskrifte „Indië” en „Pakistan” en die vervanging daarvan deur die volgende paragrawe:—

„INDIË.

Universiteit of eksaminerende liggaam en Afkorting vir kwalifikasie. registrasie.

Universiteit van Bombaai (1) (7)—

Lisensiaat in Geneeskunde en Chirurgie.... L.M.S. Univ. Bombaai.

Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie M.B. B.S. Univ. Bombaai.

DEPARTMENT OF HEALTH.

No. R. 1186.

12 July 1968.

THE SOUTH AFRICAN MEDICAL AND
DENTAL COUNCIL.AMENDMENT OF REGULATIONS REGARDING
THE DEGREES, DIPLOMAS OR CERTIFICATES
ENTITLING MEDICAL PRACTITIONERS AND
DENTISTS TO REGISTRATION.

The State President has been pleased, under the powers vested in him by sections 22 and 23 of the Medical, Dental and Pharmacy Act, 1928 (Act No. 13 of 1928), as amended, read with section 94 (1) of the said Act, and after consideration of a recommendation by the South African Medical and Dental Council, to amend the regulations published under Government Notice No. R. 1689, dated 30 October, 1964, as amended—

(i) by the addition to regulation 1 under the heading “Great Britain” of the following qualification:—

University or examining authority and Abbreviation for qualification. registration.

University of Dundee—

Bachelor of Medicine, Bachelor of Surgery M.B. Ch.B. Univ. Dundee.

(ii) by deletion in regulation 4 of the existing paragraphs under the heading “India” and “Pakistan” and the substitution thereof of the following paragraphs:—

“INDIA.

University or examining authority and Abbreviation for qualification. registration.

University of Bombay (1) (7)—

Licentiate in Medicine and Surgery..... L.M.S. Univ. Bombay.

Bachelor of Medicine, Bachelor of Surgery M.B. B.S. Univ. Bombay.

Universiteit van Kalkutta (5) (7)—

Lisensiaat in Geneeskunde en Chirurgie...	L.M.S. Univ. Kalkutta.
Baccalaureus in Geneeskunde.....	M.B. Univ. Kalkutta.
Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Kalkutta.

Universiteit van Lucknow (2) (7)—

Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Lucknow.
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Universiteit van Madras (3) (7)—

Lisensiaat in Geneeskunde en Chirurgie....	L.M.S. Univ. Madras.
Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Madras.
Baccalaureus in Geneeskunde, Magister in Chirurgie	M.B. C.M. Univ. Madras.

Universiteit van Patna (4) (7)—

Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Patna.
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PAKISTAN.

Universiteit of eksaminerende liggaam en kwalifikasie. Afkorting vir registrasie.

Universiteit van Karachi (7)—

Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Karachi.
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Universiteit van Punjab (6) (7)—

Lisensiaat in Geneeskunde en Chirurgie....	L.M.S. Univ. Punjab
Baccalaureus in Geneeskunde.....	M.B. Univ. Punjab.
Baccalaureus in Geneeskunde, Baccalaureus in Chirurgie	M.B. B.S. Univ. Punjab.

(1) Enige kwalifikasie wat op of na 25 Junie 1912 toegeken is, moet in die Provinsie geregistreer gewees het. Die kwalifikasie L.M.S. is na Oktober 1917 nie meer toegeken nie.

(2) Enige graad op of na 1 Januarie 1919 toegeken, moet in die Verenigde Provinsies geregistreer gewees het.

(3) Enige kwalifikasie op of na 1 Junie 1916 toegeken, moet in die Provinsie geregistreer gewees het. Die kwalifikasie L.M.S. kan nie geregistreer word nie, tensy die besitter daarvan voor 1 Januarie 1892 sy professionele studies begin het.

(4) Slegs grade op of na 11 Mei 1935 toegeken, kan geregistreer word.

(5) Enige kwalifikasie op of na 27 Mei 1914 toegeken, moet in die provinsie geregistreer gewees het. Kwalifikasies toegeken tussen 30 November 1924 en 12 Mei 1928 of tussen 25 Februarie 1930 en 15 Oktober 1936 kan nie geregistreer word nie.

(6) Enige kwalifikasie op of na 1 Januarie 1918 toegeken, moet in die Provinsie geregistreer gewees het.

(7) Die kwalifikasies sal aangeneem word slegs as dit voor of op 31 Desember 1974 toegeken is."

(iii) deur onder die opskrif „Groot Brittanje" die volgende kwalifikasies by regulasie 5 te voeg:—

Universiteit of eksaminerende liggaam en kwalifikasie.	Afkorting vir registrasie.
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Universiteit van Dundee—

Lisensiaat in Tandheelkunde.....	L.D.S. Univ. Dundee.
Baccalaureus in Tandheelkunde.....	B.D.S. Univ. Dundee.

University of Calcutta (5) (7)—

Licentiate in Medicine and Surgery.....	L.M.S. Univ. Calcutta.
Bachelor of Medicine.....	M.B. Univ. Calcutta.
Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Calcutta.

University of Lucknow (2) (7)—

Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Lucknow.
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University of Madras (3) (7)—

Licentiate in Medicine and Surgery.....	L.M.S. Univ. Madras.
Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Madras.
Bachelor of Medicine, Master of Surgery...	M.B. C.M. Univ. Madras.

University of Patna (4) (7)—

Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Patna.
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PAKISTAN.

University or examining authority and qualification.	Abbreviation for registration.
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University of Karachi (7)—

Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Karachi.
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University of Punjab (6) (7)—

Licentiate in Medicine and Surgery.....	L.M.S. Univ. Punjab.
Bachelor of Medicine.....	M.B. Univ. Punjab.
Bachelor of Medicine, Bachelor of Surgery	M.B. B.S. Univ. Punjab.

(1) Any qualification granted on or after 25 June, 1912, must have been registered in the province. The qualification L.M.S. ceased to be granted as from October, 1917.

(2) Any degree granted on or after 1 January 1919, must have been registered in the United Provinces.

(3) Any qualification granted on or after 1 June 1916, must have been registered in the province. The qualification L.M.S. is not registrable unless its holder began professional study before 1 January, 1892.

(4) Only degrees granted on or after 11 May, 1935 are registrable.

(5) Any qualification granted on or after 27 May 1914, must have been registered in the province. Qualifications granted between 30 November 1924, and 12 May 1928, or between 25 February 1930 and 15 October 1936, are not registrable.

(6) Any qualification granted on or after 1 January 1918, must have been registered in the province.

(7) The qualifications will be accepted only if granted on or before 31 December 1974."

(iii) by the addition to regulation 5 under the heading "Great Britain" of the following qualification:—

University or examining authority and qualification.	Abbreviation for registration.
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University of Dundee—

Licentiate in Dental Surgery.....	L.D.S. Univ. Dundee.
Bachelor of Dental Surgery.....	B.D.S. Univ. Dundee.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING.

No. R. 1188.

12 Julie 1968.

MIELIE- EN KAFFERKORINGREËLINGSKEMA. PRODUSENTEPRYSE VAN MIELIES.—WYSIGING.

Kragtens artikel 79 (1) van die Bemerkingswet, 1968 (No. 59 van 1968), maak ek, Dirk Cornelis Hermanus Uys, Minister van Landbou, hierby bekend dat die Raad van Beheer oor die Mielienywerheid, genoem in artikel 3 van die Mielie- en Kafferkoringreëlingskema, afgekondig by Proklamasie No. R. 113 van 1961, soos gewysig, krag-

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING.

No. R. 1188.

12 July 1968.

MEALIE AND KAFFIRCORN CONTROL SCHEME. PRODUCERS' PRICES OF MEALIES.—AMENDMENT.

In terms of section 79 (1) of the Marketing Act, 1968 (No. 59 of 1968), I, Dirk Cornelis Hermanus Uys, Minister of Agriculture, hereby make known that the Mealie Industry Control Board, referred to in section 3 of the Mealie and Kaffircorn Control Scheme, published by Proclamation No. R. 113 of 1961, as amended, has,

tens artikel 27 van daardie skema, met my goedkeuring en met ingang van datum van publikasie hiervan die verbodsbepalings bekendgemaak by Goewermentskennisgewing No. R. 743 van 30 April 1968 gewysig het op die wyse soos in die Bylae hiervan uiteengesit.

D. C. H. UYS,
Minister van Landbou.

BYLAE.

Goewermentskennisgewing No. R. 743 van 30 April 1968 word hierby gewysig deur in klousule 1 (1) (a) (ii) van Bylae B die woord „ander” waar dit in die tweede reël voorkom deur die woord „laer” te vervang.

in terms of section 27 of that Scheme, with my approval and with effect from the date of publication hereof, amended the prohibitions made known by Government Notice No. R. 743 of 30 April 1968, in the manner set out in the Schedule hereto.

D. C. H. UYS,
Minister of Agriculture.

SCHEDULE.

Government Notice No. R. 743 of 30 April 1968, is hereby amended by the substitution in clause 1 (1) (a) (ii) of Schedule B for the word “other” where it appears in the second line of the word “lower”.

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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN JUSTISIE.

No. R. 1108.

21 Junie 1968.

LANDDROSHOWE—REËLS VAN DIE HOF.

Ooreenkomstig artikel 25 (5) van die Wet op Landdros-howe, 1944 (Wet No. 32 van 1944), het die Minister van Justisie die reëls wat deur die Reglementsraad kragtens subartikel (3) van genoemde artikel uitgevaardig is en wat vervat is in die eerste paragraaf van die Bylae hiervan en wat met ingang van die datum genoem in die tweede paragraaf van voornoemde Bylae in werking tree, bekrag-tig.

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GOVERNMENT NOTICE.

DEPARTMENT OF JUSTICE.

No. R. 1108.

21 June 1968.

MAGISTRATES' COURTS—RULES OF COURT.

The Minister of Justice has, in terms of section 25 (5) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), confirmed the rules made by the Rules Board in terms of subsection (3) of the said section and contained in the first paragraph of the Schedule hereto, which rules shall take effect from the date mentioned in the second para-graph of the aforesaid Schedule.

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Voorverhoor-prosedure om Geskilpunte te Formuleer.....	25	25	54
Vraagpunte, Getuiedagvaardings en Getuienisnemende Kommissies.....	26	26	51, 52, 53
Woordoms krywing.....	2	2	—

REËL 1.

Algemeen.

1. (1) Die bepalinge van reëls 19, 21 en 23 tot en met 26 van hierdie reëls is van toepassing slegs indien—

(a) die eiser nie om summierse vonnis aansoek gedoen het nie; of

(b) die eiser om summierse vonnis aansoek gedoen het en die aansoek afgewys is of 'n bevel gegee is waardeur aan die verweerder verlof verleen is om te verdedig.

(2) (a) Met die uitsondering van vorms 2, 3 en 52 wat in alle opsigte met die voorbeelde moet ooreenstem, kan die vorms wat in Bylae 1 vervat is, aangewend word met sodanige veranderings as wat omstandighede vereis. Nienakoming van hierdie reël vorm op sigself geen grond vir 'n eksepsie nie, maar in enige hof waar 'n masjien aangebring is om die uitreiking van dagvaardings te vergemaklik kan die klerk van die hof weier om enige dagvaarding wat voorgee met vorms 2, 3 of 52 ooreen te stem wat nie aan die voorgeskrewe vereistes voldoen nie, uit te reik.

(b) Alle geregtelike prosesstukke wat beteken of ten uitvoer gelê moet word en alle dokumente of afskrifte wat by die stukke in die saak ingedien moet word, moet op papier bekend as A4-standaardpapier van 'n grootte van ongeveer 11·69 duim by 8·27 duim of op foliopapier wees: Met dien verstande dat na verstryking van 'n tydperk van 12 maande vanaf die inwerkingtreding van hierdie reëls sodanige prosesstukke of dokumente of afskrifte net op sodanige A4-standaardpapier moet wees.

(c) Enige prosesstuk of kennisgewing of dokument wat uitgereik of afgelewer word, moet met die naam en adres van die party wat dit uitreik of aflewer, geëndosseer word.

REËL 2.

Woordoms krywing.

2. (1) In hierdie reëls en in die bygaande vorms, tensy uit die samehang anders blyk—

(a) het 'n woord waaraan 'n betekenis in die Wet verleen is, daardie betekenis; en beteken—

(b) „aansoek doen” aansoek doen by wyse van mosie en „aansoek” het 'n ooreenstemmende betekenis;

Subject.	New No.	Previous No.	Sec. No. of Act.
Service of Process, Notices and Other Documents.....	9	8	—
Set-down of Trial.....	22	27	—
Settlement, Withdrawal and Dismissal....	27	29	—
Small Debts, Recovery of.....	63	60	55-60
Subpoenas, Interrogatories and Commis-sions de bene esse.....	26	26	51, 52, 53
Summary Judgment.....	14	21	—
Summons, Amendment of.....	7	12	—
Summons Commencing Action.....	5	9	—
Summons, Endorsements of.....	6	10	—
Taxation, Review of.....	35	51	81
Trial.....	29	28	—
Warrants, Second, or Further.....	37	—	—
Withdrawal, Dismissal and Settlement....	27	29	—
Witnesses, Procedure for Securing Atten-dance in Criminal Cases.....	64	60 bis	—
Witnesses, Procedure for Securing Atten-dance in Civil Cases.....	26	26	51

RULE 1.

General.

1. (1) The provisions contained in rules 19, 21 and 23 to 26, inclusive, of these rules shall be applicable only if—

(a) the plaintiff has not applied for summary judgment; or

(b) the plaintiff has applied for summary judgment and the application has been dismissed or an order has been made giving the defendant leave to defend.

(2) (a) With the exception of forms 2, 3 and 52 which shall in all respects conform to the specimens, the forms contained in Annexure 1 may be used with such variation as circumstances require. Non-compliance with this rule shall not in itself be a ground for exception but in any court in which a machine has been installed for the purpose of facilitating the issue of summonses, the clerk of the court may refuse to issue any summons purporting to be in the form of forms 2, 3 or 52 which does not comply with the prescribed requirements.

(b) All process of the court for service or execution and all documents or copies to be filed of record shall be on paper known as A4 standard paper of a size of approximately 11·69 inches by 8·27 inches or on foolscap paper: Provided that after the expiration of a period of 12 months from the commencement of these rules such process or documents or copies shall be on such A4 standard paper only.

(c) Any process or notice or document issued or delivered shall be endorsed with the name and address of the party issuing or delivering it.

RULE 2.

Definitions.

2. (1) In these rules and in the forms annexed hereto, unless the context otherwise indicates—

(a) a word to which a meaning has been assigned in the Act shall bear that meaning; and

(b) “apply” means apply on motion and “application” has a corresponding meaning;

„aflewer” (behalwe in reël 9) om by die klerk van die hof in te dien en ’n afskrif aan die teenparty te beteken en „afgelewer” en „af te lewer” en „aflewing” het ’n ooreenstemmende betekenis;

„die Wet” die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944);

„Eiser”, „verweerder”, „applikant”, „respondent” en „party” ook die prokureur of advokaat wat namens sodanige party verskyn asook die beampte van enige plaaslike bestuur wat deur sodanige bestuur vir dié doel benoem is;

„geld” ook alle gemunte geld of dit in die Republiek in omloop is of nie, asook alle banknote, bankwissels, tjeks, orders, betalingsmandate of magtigings tot die betaling van geld;

„geldwaardige sekerheid” ook enige stuk wat die eiendom is van iemand en wat dien as bewys van die eiendomsreg op enige goed of van die reg om enige goed te verhaal of te ontvang;

„geregsbode” ’n geregsbode aangestel kragtens artikel 14 van die Wet en sluit ’n adjunk-geregsbode aldus aangestel, in;

„goedere” en „goed” ook alles lewend of lewendeloos, liggaamlik of onliggaamlik, roerend of onroerend, wat die voorwerp van eiendomsreg kan wees;

„hangende saak” ’n saak waarin ’n dagvaarding uitgereik is en wat nie teruggetrek, gestaak of afgewys is nie en waarin vonnis nog nie aangeteken of gegee is nie;

„kennisgewing” ’n skriftelike kennisgewing;

„klerk van die hof” ’n klerk van die hof aangestel kragtens artikel 13 van die Wet en sluit ’n assistent-klerk van die hof aldus aangestel, in;

„maatskappy” ’n geïnkorporeerde of geregistreerde maatskappy;

„prokureur” ook ’n wetsagent wat deur ’n party opdrag gegee is om namens hom op te tree en wat wetlik geregtig is om aldus op te tree;

„sekerheid stel” om sekerheid tot tevredenheid van die klerk van die hof te stel deur óf die bedrag deur hom vasgestel by die hof in te betaal óf ’n borgakte daarvoor te gee hetsy deur die party met iemand as sy borg of deur twee of meer ander persone;

„vonnis by verstek” ’n vonnis wat in die afwesigheid van die party teen wie dit verleen is, aangeteken of gegee is.

(2) Wanneer hierdie reëls vereis dat enigiets binne ’n bepaalde aantal dae of ure gedoen moet word, word ’n Saterdag, Sondag of openbare feesdag nie by sodanige tydperk ingereken nie.

(3) Alle afstande word volgens die kortste roete wat in die omstandighede redelik beskikbaar is, bereken.

„attorney” includes a law agent instructed by a party to act on his behalf and legally entitled so to act;

„clerk of the court” means a clerk of the court appointed under section 13 of the Act and includes an assistant clerk of the court so appointed;

„company” means an incorporated or registered company;

„default judgment” means a judgment entered or given in the absence of the party against whom it is made;

„deliver” (except in rule 9) means to file with the clerk of the court and serve a copy on the opposite party and „delivery” and „delivered” and „delivering” have a corresponding meaning;

„give security” means to give security to the satisfaction of the clerk of the court either by payment into court of the amount determined by him or by the giving of a security bond therefor either by the party with someone as his surety or by two or more other persons;

„messenger” means a messenger of the court appointed under section 14 of the Act and includes a deputy messenger of the court so appointed;

„money” includes all coined money, whether or not current in the Republic, and all banknotes, bank-drafts, cheques, orders, warrants, or authorities for the payment of money;

„notice” means notice in writing;

„pending case” means a case in which summons has been issued and which has not been withdrawn, discontinued or dismissed and in which judgment has not been entered or given;

„plaintiff”, „defendant”, „applicant”, „respondent” and „party” include the attorney or counsel appearing for any such party and the officer of any local authority nominated by it for the purpose;

„property” includes everything animate or inanimate, corporeal or incorporeal, movable or immovable, capable of being the subject of ownership;

„the Act” means the Magistrates’ Courts Act, 1944 (Act No. 32 of 1944);

„valuable security” includes any document which is the property of any person and which is the evidence of the ownership of any property or of the right to recover or receive any property.

(2) Where anything is required by these rules to be done within a particular number of days or hours, a Saturday, Sunday or public holiday shall not be reckoned as part of such period.

(3) All distances shall be calculated over the shortest route reasonably available in the circumstances.

REËLS 3-4.

*Algemene Pligte van die Klerk van die Hof
in Siviele Saak.*

3. (1) Die dagvaarding of ander eerste dokument wat in 'n saak ingedien word of enige aansoek wat nie betrekking het op 'n saak wat dan hangend is nie, word deur die klerk van die hof met 'n volnommer vir die jaar genommer.

(2) Elke dokument wat daarna in sodanige saak of aansoek of in 'n daaropvolgende saak ter voortsetting van 'n sodanige aansoek beteken of afgelewer word, word deur die party wat dit aflewer met sodanige nommer genommer en word nie deur die klerk van die hof ontvang voordat dit aldus genommer is nie.

(3) Alle dokumente wat aan die klerk van die hof afgelewer word om geliasseer te word en enige notule van die hof word onder die nommer van die besondere aksie of aansoek geliasseer.

(4) Afskrifte van sodanige stukke kan deur enige persoon in die teenwoordigheid van die klerk van die hof gemaak word.

4. (1) Dit is ook die plig van die klerk van die hof—

(a) om alle geregtelike prosesstukke wat deur iemand wat daartoe geregtig is, uitgeneem word, te onderteken (met die hand of deur 'n faksimile van sy handtekening met 'n masjien daarop aan te bring) en uit te reik of, om op versoek van 'n party deur wie 'n prosesstuk uitgeneem was, sodanige prosesstuk weer uit te reik nadat dit deur die regsbody terugbesorg is;

(b) om die eiser onverwyld skriftelik in kennis te stel—

(i) van die verweerder se toestemming tot vonnis voor die kennisgewing van voorneme om te verdedig;

(ii) van 'n gebrekkige kennisgewing van voorneme om te verdedig wat deur 'n verweerder wat nie deur 'n prokureur verteenwoordig word nie, ingedien is en in watter opsig sodanige kennisgewing van voorneme om te verdedig gebrekkig is;

(iii) van 'n geregtelike inbetaling, voor die indiening van 'n kennisgewing van voorneme om te verdedig, van die bedrag of enige gedeelte daarvan wat gevorder word;

(iv) van die afwysing van 'n aansoek om vonnis by verstek;

(c) om op versoek van 'n party wat kragtens artikels 55 en 58 van die Wet daartoe geregtig is enige prosesstuk of dokument uit te skryf wat sodanige party hom versoek om uit te skryf by betaling van die volgende hofgelde:—

(i) Dagvaarding, verweerskrif of teenvordering: 50c.

(ii) Getuiedagvaarding, lasbrief vir eksekusie of ander prosesstuk of dokument: 10c.

Bogenoemde gelde is vir die klerk van die hof se dienste en is betaalbaar benewens die gelde in Tabel E van Bylae 2 voorgeskryf;

(d) om op 'n gewaarmerkte afskrif van 'n vonnis op versoek van die party aan wie sodanige gewaarmerkte afskrif uitgereik word die volgende aan te teken:—

(i) Besonderhede van enige ander vonnis van die hof in daardie saak; en

(ii) enige koste wat na die vonnis aangegaan en deur die vonnisiskuldenaar betaalbaar is.

RULES 3-4.

*General Duties of the Clerk of the Court in
Civil Matters.*

3. (1) The summons or other first document filed in a case or any application not relating to a then pending case shall be numbered by the clerk of the court with a consecutive number for the year.

(2) Every document afterwards served or delivered in such case or application or in any subsequent case in continuation of any such application shall be marked with such number by the party delivering it and shall not be received by the clerk of the court until so marked.

(3) All documents delivered to the clerk of the court to be filed of record and any minutes made by the court shall be filed of record under the number of the respective action or application.

(4) Copies of such records may be made by any person in the presence of the clerk of the court.

4. (1) It shall also be the duty of the clerk of the court—

(a) to sign (manually or by machining a facsimile of his signature) and issue all such process of the court as may be sued by any person entitled thereto or, at the request of any party by whom process was sued out, to reissue such process after its return by the messenger;

(b) to notify the plaintiff forthwith in writing—

(i) of the defendant's consent to judgment before entry of appearance;

(ii) of a defective memorandum of entry of appearance entered by a defendant who is not represented by an attorney and in what respect such entry of appearance is defective;

(iii) of payment into court, before entry of appearance, of the amount claimed or any part thereof; and

(iv) of an application for a judgment by default having been refused;

(c) to write out upon the request of any party entitled thereto in terms of sections 55 and 58 of the Act and on payment of the following court fees, any process of the court or document which such party requests him to write out, namely—

(i) Summons, defence or counter-claim: 50c.

(ii) Subpoena, warrant of execution or other process or document: 10c.

The above fees shall be for the clerk of the court's services and in addition to the fees laid down in Table E of Annexure 2;

(d) to note on a certified copy of a judgment at the request of the party to whom such copy is issued—

(i) particulars of any other judgment by the court in that case; and

(ii) any costs incurred after judgment and payable by the judgment debtor.

(2) 'n Handeling of kennisgewing wat ingevolge hierdie reëls deur die klerk van die hof verrig of onderteken moet word, kan deur 'n regterlike amptenaar verrig of onderteken word, behalwe dat geen regterlike amptenaar 'n beëdigde verklaring, pleitstuk of prosesstuk vir 'n party mag uitskryf of 'n kosterekening mag takseer nie.

(3) Wanneer die hof iemand 'n boete oplê, betaal daardie persoon sodanige boete onverwyld aan die klerk van die hof.

REËL 5.

Dagvaarding Waardeur 'n Aksie Ingestel Word.

5. (1) Die geregtelike prosesstuk waardeur 'n aksie ingestel word, is 'n dagvaarding waarin die verweerder versoek word om binne 'n bepaalde tyd na betekening (wat minstens 3 dae plus 'n addisionele dag vir elke 10 myl wat die plek van betekening van die hofgebou verwyder is, 21 dae nie te bowe gaande nie moet wees), kennis te gee van sy voorneme om die aksie te verdedig ten einde te antwoord op die eiser se vordering en waarin die verweerder gewaarsku word teen die gevolge van 'n versuim om aan die versoek te voldoen.

(2) Die dagvaarding word deur die klerk van die hof onderteken en dui die datum aan waarop dit deur hom uitgereik is.

(3) Die dagvaarding, met inbegrip van die kennisgewing in reël 6 (1) (a) (i), (ii) en (iii) genoem, moet in gedrukte vorm wees.

(4) By die toepassing van hierdie reël word die voornoemde dagvaarding en kennisgewings nie geag in gedrukte vorm te wees nie indien enige wesenlike deel van daardie gedeeltes daarvan wat by hofreël voorgeskryf is, weergegee word deur handskrif, gedupliseerde tikskrif, of deur duplisering volgens die wassjabloonmetode, of gedruk word deur die kantoorafset- of direkte litografiese metode, tensy die moedersjabloon of -plaat 'n elektroniese of fotografiese afdruk van die gedrukte oorspronklike is. Vorms wat op hierdie wyse gereproduseer word, moet op wit papier wees wat vir handskrif met ink geskik is.

REËL 6.

Endossering van 'n Dagvaarding.

6. (1) (a) 'n Dagvaarding word voor uitreiking geëndosseer met besonderhede van die vordering en bevat—

(i) 'n kennisgewing van toestemming tot vonnis;

(ii) 'n kennisgewing van voorneme om te verdedig; en

(iii) 'n kennisgewing waarin die verweerder se aandag op die bepalinge van artikel 109 van die Wet gevestig word.

(b) Die kennisgewing in paragraaf (a) (iii) genoem, word in vet letters gedruk.

(2) (a) Die endossement word deur die eiser onderteken.

(b) Die volledige adres waar die eiser betekening van prosesstukke, kennisgewings of dokumente sal aanvaar asook die posadres van die persoon wat die endossement onderteken, word in die dagvaarding aangegee.

(c) Behalwe op plekke waar daar minder as 3 prokureurs of prokureursfirmas is wat onafhanklik van mekaar praktiseer, moet die adres waar die eiser betekening van prosesstukke, kennisgewings of dokumente sal aanvaar nie meer as 5 myl van die hofgebou verwyder wees nie.

(d) Die adres wat vir betekening aangegee word, moet nie dié van die klerk van die hof of die geregsbode wees nie, tensy die kantoor van die Staatsprokureur of enige tak daarvan as die adres van die persoon wat die endossement onderteken, aangegee word.

(2) Any act or notice to be performed or signed by the clerk of the court in terms of these rules may be performed or signed by a judicial officer, except that no judicial officer shall write out any affidavit, pleading or process for any party or tax any bill of costs.

(3) When a court imposes upon a person any fine such person shall forthwith pay such fine to the clerk of the court.

RULE 5.

Summons Commencing Action.

5. (1) The process of the court for commencing an action shall be by summons calling upon the defendant to enter an appearance to defend the action within a stated time after service (which shall not be less than 3 days, plus one additional day for each 10 miles' distance of the place of service from the court-house, but which shall not exceed 21 days in all) to answer the claim of the plaintiff and warning the defendant of the consequences of failure to do so.

(2) The summons shall be signed by the clerk of the court and shall bear the date of issue by him.

(3) The summons, including the forms and notice referred to in rule 6 (1) (a) (i), (ii) and (iii), shall be in printed form.

(4) For purposes of this rule the said summons, forms and notice shall not be regarded as being in printed form if any substantial part of those portions thereof which have been prescribed by rule of court have been reproduced by handwriting, duplicated typing or duplicated by the wax stencil method or printed by the office off-set or direct lithographic method, unless the master stencil or plate is an electronic or photographic copy of the type-set original. Forms so reproduced shall be on white paper suitable for handwriting in ink.

RULE 6.

Endorsement of a Summons.

6. (1) (a) The summons shall before issue be endorsed with particulars of the claim and shall include—

(i) a form of consent to judgment;

(ii) a form of appearance to defend; and

(iii) a notice drawing the defendant's attention to the provisions of section 109 of the Act.

(b) The notice referred to in paragraph (a) (iii) shall be printed in bold type.

(2) (a) The endorsement shall be signed by the plaintiff.

(b) The full address where the plaintiff will accept service of process, notices or documents and also the postal address of the person signing the endorsement shall be given in the summons.

(c) Except in places where there are fewer than 3 attorneys or firms of attorneys practising independently of one another, the address where the plaintiff will accept service of process, notices or documents shall be not more than 5 miles distant from the court-house.

(d) The address given for service shall not be that of the clerk of the court or the messenger unless the office of the State Attorney or any branch thereof is given as the address of the person signing the endorsement.

(3) (a) Die besonderhede van die vordering moet die aard en bedrag van die vordering, die rentekoers en die bedrag daarvan wat tot die datum van die dagvaarding gevorder word, aantoon en, bykomend hiertoe, die bedrag wat as prokureurskoste en hofgelde gevorder word indien die aksie nie verdedig word nie.

(b) Die besonderhede moet ook enige afstanddoening van 'n gedeelte van die vordering kragtens artikel 38 van die Wet en enige skuldvergelyking kragtens artikel 39 van die Wet aantoon.

(c) Wanneer die dagvaarding meer as een vordering bevat, moet die besonderhede van elke vordering en die regshulp wat ten opsigte van elke vordering verlang word, afsonderlik vermeld word.

(d) Wanneer die besonderhede meer as 100 woorde bevat, kan dit in 'n Bylae, wat deel van die dagvaarding uitmaak, vervat word.

(4) Die klerk van die hof kan weier om 'n dagvaarding waarin 'n buitensporige bedrag ten opsigte van prokureurskoste of hofgelde gevorder word, uit te reik.

(5) Die dagvaarding vermeld ook—

(a) die familienaam van die verweerder waaronder hy aan die eiser bekend is, die verweerder se geslag en woon- of besigheidsplek, en, indien bekend, sy voor- naam of voorletters en sy beroep; en, indien verweerder in 'n verteenwoordigende hoedanigheid gedagvaar word, die hoedanigheid waarin hy aldus gedagvaar word;

(b) die voor- naam, familienaam, geslag, beroep en die woon- of besigheidsplek van die eiser;

(c) waar die eiser as sessionaris dagvaar, die naam, adres en beskrywing van die sedent op die datum van die sessie en die datum van die sessie;

(d) waar die eiser in 'n verteenwoordigende hoedanigheid dagvaar, die hoedanigheid waarin hy dagvaar;

(e) waar die eiser dagvaar op 'n stuk waarvan aanbidding nodig was, die feit dat so 'n stuk aangebied is en die datum van aanbidding;

(f) waar die verweerder gedagvaar word kragtens die regsbevoegdheid wat by artikel 28 (1) (d) van die Wet aan die hof verleen word, dat die skuldoorsaak geheel en al binne die distrik ontstaan het, maar hoef geen verdere besonderhede ter staving van so 'n bewering aan te gee nie: Met dien verstande dat die verweerder op die wyse in reël 16 voorgeskryf, aflewering van sodanige besonderhede kan vereis;

(g) waar die verweerder gedagvaar word kragtens die regsbevoegdheid wat by artikel 28 (1) (g) van die Wet aan die hof verleen word, dat die betrokke eiendom binne die distrik geleë is.

(6) Meer as een vordering kan in 'n dagvaarding, hetsy in die alternatief of andersins, gedoen word, maar vorderings wat nie in die alternatief gestel word nie moet nie onbestaanbaar met mekaar wees nie en ook nie op teenstrydige feitlike bewerings berus nie.

REËL 7.

Wysiging van 'n Dagvaarding.

7. (1) Behoudens die bepalinge van hierdie reël, kan 'n dagvaarding voor betekening na goëddunke deur die eiser gewysig word.

(2) Enige verandering of wysiging van 'n dagvaarding voor betekening, hetsy voor of nadat dit uitgereik is, moet voor betekening daarvan, deur die klerk van die hof in die oorspronklike daarvan geparafeer word en totdat dit aldus geparafeer is, is sodanige veranderinge en wysigings nul en van gener waarde.

(3) (a) The particulars of claim shall show the nature and amount of the claim, the rate of interest and the amount thereof claimed up to the date of the summons, and, in addition hereto, the amount claimed for attorneys costs and court fees if the action is not defended.

(b) The particulars shall also show any abandonment of part of the claim under section 38 of the Act and any set-off under section 39 of the Act.

(c) Where the summons contains more than one claim, the particulars of each claim and the relief sought in respect of each claim shall be stated separately.

(d) Where the particulars contain more than 100 words, they may be contained in an annexure which shall form part of the summons.

(4) The clerk of the court may refuse to issue a summons in which an excessive amount is claimed for attorney's costs or court fees.

(5) The summons shall also—

(a) show the surname of the defendant by which he is known to the plaintiff, the defendant's sex and residence or place of business, and, where known, his first name or initials and his occupation; and, if defendant is sued in a representative capacity, the capacity in which he is so sued;

(b) show the first name, surname, sex, occupation and the residence or place of business of the plaintiff;

(c) where the plaintiff sues as cessionary, show the name, address and description of the cedent at the date of the cession, and the date of the cession;

(d) where the plaintiff sues in a representative capacity, state the capacity in which he sues;

(e) where the plaintiff sues upon an instrument presentment whereof was necessary, state the fact and date of presentment;

(f) where the defendant is cited under the jurisdiction conferred upon the court by section 28 (1) (d) of the Act, contain an averment that the whole cause of action arose within the district but need set out no further particulars in support of such averment: Provided that the defendant may in terms of rule 16 require the delivery of such particulars;

(g) where the defendant is cited under the jurisdiction conferred upon the court by section 28 (1) (g) of the Act, contain an averment that the property concerned is situate within the district.

(6) More claims than one may be made in a summons either alternatively or otherwise, but claims which are not expressed to be alternative shall not be mutually inconsistent, nor based on inconsistent averments of fact.

RULE 7.

Amendment of Summons.

7. (1) Subject to the provisions of this rule, a summons may before service be amended by the plaintiff as he may think fit.

(2) Any alteration or amendment of a summons before service and whether before or after issue, shall, before the summons is served, be initialed by the clerk of the court in the original summons, and, until so initialed, such alterations and amendments shall have no effect.

(3) (a) 'n Dagvaarding kan na betekening op aansoek na kennisgewing of by die verhoor met vergunning van die hof gewysig word behoudens sodanige bevel met betrekking tot verdaging en koste as wat billik is.

(b) Die hof neem in aanmerking of voldoende voorafgaande kennisgewing van voorneme om om sodanige wysiging aansoek te doen aan die ander party beteken is.

(c) Wanneer nóg die voornaam nóg die voorletter of 'n onjuiste of onjuis gespelde voornaam of nie al die voorname van die verweerder in 'n dagvaarding aangetoon word nie en die voornaam of voorletter of die juiste of juis gespelde voornaam of al die voorname van die verweerder verstrek word deur die persoon aan wie die dagvaarding beteken was en sodanige voornaam of voorletter of juiste of juis gespelde voornaam of al die voorname van die verweerder in die relaas van die geregsbode bekendgemaak word, kan die klerk van die hof, nie-teenstaande die bepalings van paragraaf (a), op versoek van die eiser en sonder kennisgewing aan die verweerder sodanige naam of voorletter in die dagvaarding invoeg asof dit die naam of voorletter van die verweerder is en sodanige wysiging word vir alle doeleindes geag voor betekening van die dagvaarding aangebring te gewees het.

REËL 8.

Geregsbode.

8. (1) (a) Elke geregsbode wat nie 'n amptenaar in die Staatsdiens of 'n adjunk-geregsbode kragtens artikel 14 (2) van die Wet aangestel is nie moet tot tevredenheid van die landdros van die distrik sekerheid stel vir die behoorlike vervulling van sy amppligte, met inbegrip van die behoorlike en stipte betaling deur hom aan die partye wat daartoe geregtig is van alle gelde wat hy ampshalwe ontvang.

(b) Sodanige sekerheid word (uitgesonderd in die geval van sekerheidstelling deur 'n assuransiemaatskappy) by wyse van ten minste 2 ander borge as regspraktisyns of persone in diens van regspraktisyns ooreenkomstig die volgende skaal gestel:—

Waar die siviele sake wat gedurende die voorafgaande kalenderjaar aangeteken is—

1 tot 50 beloop het	R200
51 tot 100 beloop het	R400
101 tot 200 beloop het	R500
201 tot 300 beloop het	R700
301 tot 500 beloop het	R1,000
501 tot 1,000 beloop het	R1,500
1,001 tot 2,000 beloop het	R2,000
meer as 2,000 beloop het	R3,000

(2) Tensy hierdie reëls anders bepaal, word geregtelike prosesstukke deur die geregsbode beteken of ten uitvoer gelê, na gelang van die geval.

(3) Geregtelike prosesstukke word sonder afweerbare vertraging beteken of ten uitvoer gelê en in enige geval waar weerstand teen die behoorlike betekening of tenuitvoerlegging van geregtelike prosesstukke ondervind is of redelikerwys verwag word, is die geregsbode bevoeg om op enige lid van die Mag soos in artikel 1 van die Polisie-wet, 1958 (Wet No. 7 van 1958), omskryf, 'n beroep te doen om aan hom hulp te verleen.

(4) Die geregsbode aan wie prosesstukke vir betekening of tenuitvoerlegging toevertrou word, moet skriftelik—

(a) die klerk van die hof en die party wat die prosesstuk uitgeneem het, in kennis stel dat betekening of tenuitvoerlegging behoorlik uitgevoer is, met vermelding van die datum en wyse van betekening of die uitslag van die tenuitvoerlegging en die genoemde prosesstuk aan die klerk van die hof terugbesorg; of

(3) (a) A summons may after service be amended with the leave of the court either on application on notice or at the hearing subject to such order as to adjournment and costs as shall be just.

(b) The court shall take into consideration whether adequate prior notice of intention to apply for such amendment has been served upon the other party.

(c) When no first name or initial or an incorrect or incorrectly spelt first name is or not all the first names of the defendant are reflected in the summons and the first name or initial or the correct or correctly spelt first name of the defendant is or all first names of the defendant are furnished by the person on whom service of the summons was effected and such first name or initial or correct or correctly spelt first name is disclosed in the return of the messenger or all the first names of the defendant are so disclosed the clerk of the court may, notwithstanding the provisions of paragraph (a), at the request of the plaintiff and without notice to the defendant insert such name or initial in the summons as being the name or initial of the defendant and such amendment shall for all purposes be considered as if it had been made before service of the summons.

RULE 8.

Messenger of the Court.

8. (1) (a) Every messenger who is not an officer of the Public Service or a deputy messenger of the court appointed under section 14 (2) of the Act shall give security to the satisfaction of the magistrate of the district for the due fulfilment of the duties of his office, including the due and punctual payment by him to the parties entitled thereto of all moneys which shall come into his hands by virtue of his office;

(b) Except in the case of suretyship by an insurance company, such security shall be given by means of at least 2 sureties other than legal practitioners or persons in the employ of legal practitioners in accordance with the following scale:—

Where the civil cases recorded during the preceding calendar year numbered—

1 to 50	R200
51 to 100	R400
101 to 200	R500
201 to 300	R700
301 to 500	R1,000
501 to 1,000	R1,500
1,001 to 2,000	R2,000
Over 2,000	R3,000

(2) Except as otherwise provided in these rules, the process of the court shall be served or executed, as the case may be, through the messenger.

(3) Service or execution of process of the court shall be effected without any avoidable delay, and the messenger shall, in any case where resistance to the due service or execution of the process of the court has been met with or is reasonably anticipated, have power to call upon any member of the Force as defined in section 1 of the Police Act, 1958 (Act No. 7 of 1958) to render him aid.

(4) The messenger to whom process is entrusted for service or execution shall in writing notify—

(a) the clerk of the court and the party who sued out the process that service or execution has been duly effected, stating the date and manner of service or the result of execution and return the said process to the clerk of the court; or

(b) die party wat die prosesstuk uitgeneem het in kennis stel dat hy nie betekening of tenuitvoerlegging kon uitvoer nie en die rede daarvoor vermeld en moet die betrokke prosesstuk aan sodanige party terugbesorg. Die geregsbode hou 'n rekord van enige prosesstuk op hierdie wyse terugbesorg.

(5) In enige hof waarvoor 'n amptenaar van die Staatsdiens as geregsbode aangestel is, word terugbesorging van 'n prosesstuk geag behoorlik te geskied het indien die genoemde prosesstuk in 'n houer wat spesiaal vir die prokureur van daardie party in die kantoor van genoemde geregsbode afgesonderd is, geplaas word.

(6) Na betekening of gepoogde betekening van enige prosesstuk, kennisgewing of dokument teken die geregsbode, uitgesonderd 'n geregsbode wat 'n amptenaar van die Staatsdiens is, die bedrag van sy vorderings op die oorspronklike en alle afskrifte aan.

(7) Die Sekretaris van Justisie publiseer by kennisgewing in die *Staatskoerant* die naam van elke hof waarvoor 'n geregsbode wat 'n amptenaar van die Staatsdiens is, aangestel is.

REËL 9.

Betekening van Prosesstukke, Kennisgewings en Ander Dokumente.

9. (1) 'n Party wat die betekening van enige prosesstuk, kennisgewing of ander dokument deur die geregsbode verlang, lewer aan hom die oorspronklike van sodanige prosesstuk, kennisgewing of dokument tesame met soveel afskrifte daarvan as wat daar persone is aan wie dit beteken moet word.

(2) (a) Behalwe soos in paragraaf (b) bepaal of in die geval van betekening per pos of op bevel van die hof, word prosesstukke, kennisgewings of ander dokumente nie op 'n Sondag of 'n openbare feesdag beteken nie.

(b) 'n Interdik, 'n lasbrief vir arres, 'n lasbrief vir gevangesetting en 'n lasbrief vir die inhegtenisneming van die persoon of vir beslaglegging op eiendom kragtens artikel 30 *bis* van die Wet kan op enige dag, te eniger tyd en op enige plek uitgevoer word.

(3) Behoudens die bepalinge van hierdie reël, word alle prosesstukke aan die betrokke persoon beteken deur 'n afskrif daarvan op een of ander van die volgende wyses af te lewer:—

(a) Aan die betrokke persoon self of aan sy gevolmagtigde;

(b) by sy woon- of besigheidsplek aan iemand wat oënskynlik nie jonger as 16 jaar is nie en oënskynlik daar woon of in diens is;

„woonplek” vir doeleindes van hierdie paragraaf beteken wanneer 'n gebou deur meer as een persoon of gesin bewoon word, daardie gedeelte van die gebou wat deur die verwerder bewoon word;

(c) by sy werkplek aan iemand wat oënskynlik nie jonger as 16 jaar is nie en wat oënskynlik in 'n gesagsposisie oor hom is of, in die afwesigheid van sodanige persoon in 'n gesagsposisie, aan 'n persoon wat oënskynlik nie jonger as 16 jaar is nie en wat oënskynlik in beheer is by sy werkplek;

(d) indien die persoon aan wie beteken moet word 'n *domicilium citandi* gekies het, by die aldus aangedeuide *domicilium*;

(e) in die geval van 'n regspersoon, by sy plaaslike kantoor binne die regsgebied van die betrokke hof of op enige ander wyse wat regtens geoorloof is;

(b) the party who sued out the process that he has been unable to effect service or execution, and of the reason for such inability, and return the said process to such party. The messenger shall keep a record of any process so returned.

(5) In any court for which an officer of the Public Service has been appointed messenger, the return of any process shall be deemed to have been properly effected if the said process is placed in a receptacle specially set apart for the attorney of that party in the office of the said messenger.

(6) After service or attempted service of any process, notice or document the messenger, other than a messenger who is an officer of the Public Service, shall endorse on the original and all copies the amount of his charges.

(7) The Secretary for Justice shall by notice in the *Gazette* publish the name of every court for which a messenger who is an officer of the Public Service has been appointed.

RULE 9.

Service of Process, Notices and other Documents.

9. (1) A party requiring service of any process, notice or other document to be made by the messenger shall deliver to him the original of such process, notice or document, together with as many copies thereof as there are persons to be served.

(2) (a) Except as provided in paragraph (b) or in the case of service by post or upon order of the court, process, notices or other documents shall not be served on a Sunday or public holiday.

(b) An interdict, a warrant of arrest, a warrant of committal and a warrant of attachment of person or property under section 30 *bis* of the Act may be executed on any day at any hour and at any place.

(3) All process shall, subject to the provisions of this rule, be served upon the person affected thereby by delivery of a copy thereof in one or other of the following manners:—

(a) To the said person personally or to his duly authorised agent;

(b) at his residence or place of business to some person apparently not less than 16 years of age and apparently residing or employed there;

“residence” for the purpose of this paragraph, when a building is occupied by more than one person or family, means that portion of the building occupied by the defendant;

(c) at his place of employment to some person apparently not less than 16 years of age and apparently in authority over him or, in the absence of such person in authority, to a person apparently not less than 16 years of age and apparently in charge at his place of employment;

(d) if the person to be served has chosen a *domicilium citandi* at the *domicilium* so chosen;

(e) in the case of a body corporate at its local office within the area of jurisdiction of the court concerned or in any other manner specially provided by law;

(f) indien die eiser of sy gevolmagtigde die geregsbode skriftelik opdrag gegee het om per aangetekende pos te beteken, word die prosesstuk aldus beteken:

Met dien verstande dat waar betekening op die wyse by paragrawe (b), (c) of (f) voorgeskryf, geskied het, die hof of die klerk van die hof, na gelang van die geval, indien daar rede is om te twyfel of die prosesstuk wat beteken is tot die kennis van die persoon aan wie beteken moes word, gekom het en by ontstentenis van bevredigende bewys, sodanige betekening as ongeldig kan beskou.

(4) Op aanvraag van die persoon aan of teen wie 'n prosesstuk beteken word, moet die geregsbode aan hom die oorspronklike van die prosesstuk toon, behalwe waar betekening deur middel van die pos geskied het, in welke geval die oorspronklike by die plek waar dit by die stukke van die saak geliasseer is, ingesien kan word.

(5) Wanneer die persoon aan wie beteken moet word sy woon- of besigheidsplek gesluit hou en derhalwe die geregsbode verhoed om die prosesstuk te beteken, word dit as voldoende betekening geag indien 'n afskrif daarvan aan die buite- of hoofdeur van sodanige woon- of besigheidsplek aangebring word.

(6) Wanneer die geregsbode na ywerige deursoeking nie in staat is om by die woonplek of *domicilium citandi* van die persoon aan wie beteken moet word daardie persoon of die persoon in subreël (3) (b) bedoel te vind nie, word dit as voldoende betekening geag indien 'n afskrif van die prosesstuk aan die buite- of hoofdeur van sodanige woonplek aangebring word of 'n afskrif van die prosesstuk by sodanige *domicilium* gelaat word.

(7) Waar die regshulp wat in 'n aksie gevorder word, beperk is tot 'n bevel tot die uitsetting uit 'n sekere perseel of grond of 'n vonnis vir die huurgeld daarvan en vir die koste van sodanige verrigtinge, kan betekening van die prosesstuk, indien dit nie moontlik is om dit op die wyse in subreël (3) genoem te doen nie, geskied deur 'n afskrif daarvan aan die buite- of hoofdeur van sodanige perseel of op 'n ander in die ooglopende deel van die betrokke perseel of grond aan te bring.

(8) Wanneer aanspraak gemaak word op eiendom waarop kragtens 'n geregtelike prosesstuk beslag gelê is, kan 'n tussenpleitdagvaarding aan die prokureur in die saak (indien daar een is) van die party aan wie beteken moet word, beteken word.

(9) Waar dieselfde prosesstuk aan twee of meer persone beteken moet word, word elkeen beteken, behalwe—

(a) in die geval van 'n vennootskap, wanneer betekening kan geskied deur aflewering by die kantoor of besigheidsplek van sodanige vennootskap, of indien daar nie so 'n kantoor of besigheidsplek is nie, dan deur betekening aan enige lid van sodanige vennootskap op enige hierbo voorgeskrewe wyse;

(b) in die geval van twee of meer persone wat in hul hoedanigheid van kurators van 'n insolvente boedel, likwidateurs van 'n maatskappy, eksekuteurs, kurators of voogde gedagvaar word, wanneer betekening kan geskied deur aflewering aan enigeen van hulle op enige hierbo voorgeskrewe wyse;

(c) in die geval van 'n sindikaat, maatskappy sonder regspersoonlikheid, klub, vereniging, kerk, openbare inrigting of openbare liggaam, wanneer betekening kan geskied deur aflewering by die plaaslike kantoor of besigheidsplek van sodanige liggaam of, indien daar nie sodanige kantoor of besigheidsplek is nie, deur betekening aan die voorsitter of sekretaris of soortgelyke amptenaar daarvan op enigeen van die hierbo voorgeskrewe wyses.

(f) if the plaintiff or his authorised agent has given written instructions to the messenger to serve by registered post, the process shall be so served:

Provided that where such service has been effected in the manner prescribed by paragraphs (b), (c) or (f) the court or clerk of the court, as the case may be, may, if there is reason to doubt whether the process served has come to the actual knowledge of the person to be served, and in the absence of satisfactory evidence, treat such service as invalid.

(4) The messenger shall, on demand by the person upon or against whom process is served, exhibit to him the original of the process except where service has been effected by post in which case the original may be inspected where it is filed of record.

(5) Where the person to be served keeps his residence or place of business closed and thus prevents the messenger from serving the process, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(6) Where the messenger is unable after diligent search to find at the residence or *domicilium citandi* of the person to be served either that person or such person as is described in subrule (3) (b) it shall be sufficient service to affix a copy of the process to the outer or principal door of such residence or to leave a copy of the process at such *domicilium*.

(7) Where the relief claimed in any action is limited to an order for ejectment from certain premises or land or a judgment for the rent thereof and for the costs of such proceedings and it is not possible to effect service in the manner prescribed in subrule (3), service of process may be effected by affixing a copy thereof to the outer or principal door of such premises or on some other conspicuous part of the premises or land in question.

(8) Service of an interpleader summons where claim is made to any property attached under process of the court may be made upon the attorney of record (if any) of the party to be served.

(9) Where two or more persons are to be served with the same process, service shall be effected upon each, except—

(a) in the case of a partnership, when service may be effected by delivery at the office or place of business of such partnership, or if there be none such, then by service on any member of such partnership in any manner hereinbefore prescribed;

(b) in the case of two or more persons sued in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators or guardians, when service may be effected by delivery to any one of them in any manner hereinbefore prescribed;

(c) in the case of a syndicate, unincorporated company, club, society, church, public institution or public body, when service may be effected by delivery at the local office or place of business of such body or, if there be none such, by service on the chairman or secretary or similar officer thereof in any manner hereinbefore prescribed.

(10) Betekening van 'n getuiedagvaarding aan 'n getuie kan binne 'n redelike tyd voordat bywoning van die hof vereis word op enige hierbo voorgeskrewe wyse geskied, maar hoef nie deur die geregsbode te geskied nie.

(11) (a) Betekening van enige kennisgewing, versoek, verklaring of ander dokument wat nie 'n geregtelike prosesstuk is nie, kan geskied deur aflewering per hand by die adres wat in die dagvaarding of die kennisgewing van voorneme om te verdedig (na gelang van die geval) vir betekening aangedui is of deur dit per aangetekende pos aan die posadres wat aldus aangegee is, te stuur.

(b) 'n Adres vir betekening of 'n posadres wat aldus aangegee is, kan gewysig word deur aflewering van 'n kennisgewing van 'n nuwe adres en daarna kan betekening op die voornoemde wyse by sodanige nuwe adres geskied.

(c) Tensy die teendeel blyk, word betekening per aangetekende pos kragtens hierdie subreël geag om om 10 uur voormiddag op die tweede dag na die datum van die posmerk op die registrasiebewys te geskied het.

(d) Betekening kragtens hierdie subreël hoef nie deur die geregsbode te geskied nie.

(12) Wanneer die hof oortuig is dat betekening nie op enige van die hierbo voorgeskrewe wyses kan geskied nie, en dat die aksie binne sy regsbevoegdheid is, kan hy 'n bevel gee waarvolgens betekening deur die persoon en op die wyse in die bevel vermeld, kan geskied.

(13) Wanneer die betekening van 'n bevel wat *ex parte* gegee is waarin die respondent versoek word om redes aan te voer op of binne 'n in die bevel vermelde of beperkte tyd of van 'n tussenpleitdagvaarding aan 'n party moet geskied, geskied betekening van sodanige *ex parte*-bevel of tussenpleitdagvaarding—

(a) in die geval waar die party aan wie aldus beteken moet word die Staat is, minstens 14 dae; of

(b) in die geval waar aan enige ander party aldus beteken moet word, minstens 3 dae plus 1 bykomende dag vir elke 10 myl wat die plek van betekening van die hofgebou verwyder is (altesaam 21 dae nie te bowe gaande nie),

voor die tyd in sodanige *ex parte*-bevel of tussenpleitdagvaarding vir die verskyning van sodanige party vermeld.

(14) Behalwe waar anders bepaal, word 'n kennisgewing van aansoek by die hof—

(a) in die geval waar die party aan wie beteken moet word die Staat is, ten minste 14 dae; of

(b) in die geval van enige ander party, ten minste 3 dae,

voor die dag wat vir die aanhoring van die aansoek bepaal is, beteken, maar die hof kan, indien redes aangevoer word, sodanige tydperk verkort.

(15) (a) Tensy anders bepaal, waar betekening van 'n prosesstuk per aangetekende pos mag geskied, geskied sodanige betekening deur die geregsbode wat 'n afskrif daarvan in 'n kovert plaas, dit adresseer en per vooruitbetaalde aangetekende brief op die pos doen aan die adres van die party wat beteken moet word en ten tyde van die aantekening aansoek doen om voorsien te word van 'n erkenning deur die geadresseerde van die ontvangs daarvan soos bepaal in regulasie 44 (5) van die regulasies kragtens Goewermentskennisgewing No. R. 550 van 14 April 1960 afgekondig.

(b) 'n Ontvangsbewys ingevul soos in regulasie 44 (8) van die voornoemde regulasies bepaal, is voldoende erkenning van ontvangs vir doeleindes hiervan.

(c) As geen sodanige erkenning ontvang word nie, vermeld die geregsbode dit in sy relaas van betekening van die prosesstuk.

(10) Service of a subpoena on a witness may be effected at a reasonable time before attendance is required in any manner hereinbefore prescribed but need not be effected through the messenger.

(11) (a) Service of any notice, request, statement or other document which is not process of the court may be effected by delivery by hand at the address for service given in the summons or appearance to defend (as the case may be) or by sending it by registered post to the postal address so given.

(b) An address for service or postal address so given may be changed by the delivery of notice of a new address and thereafter service may be effected as aforesaid at such new address.

(c) Service by registered post under this subrule shall, until the contrary appears, be deemed to have been effected at 10 o'clock in the forenoon on the next day but one after the postmarked date upon the receipt for registration.

(d) Service under this subrule need not be effected through the messenger.

(12) Where the court is satisfied that service cannot be effected in any manner hereinbefore prescribed and that the action is within its jurisdiction, it may make an order allowing service to be effected by the person and in the manner specified in such order.

(13) Where service of an *ex parte* order calling upon the respondent to show cause at a time stated or limited in the order or of an interpleader summons is to be effected upon any party, service of such *ex parte* order or interpleader summons shall be effected—

(a) in the case where the party to be so served is the State, at least 14 days; or

(b) in the case where any other party is to be so served, at least 3 days plus 1 additional day for each 10 miles' distance of the place of service from the court-house (not exceeding 21 days in all),

before the time specified in such *ex parte* order or interpleader summons for the appearance of such party.

(14) Except where otherwise provided, notice of any application to the court shall be served—

(a) in the case where the party to be served is the State, at least 14 days; or

(b) in the case of any other party, at least 3 days,

before the day appointed for the hearing of the application, but the court may on cause shown reduce such period.

(15) (a) Unless otherwise provided, where service of process may be effected by registered post such service shall be effected by the messenger placing a copy thereof in an envelope, addressing and posting it by pre-paid registered letter to the address of the party to be served and making application at the time of registration for an acknowledgment by the addressee of the receipt thereof as provided in regulation 44 (5) of the regulations published under Government Notice No. R. 550 of 14 April 1960.

(b) A receipt form completed as provided in regulation 44 (8) of the said regulations shall be a sufficient acknowledgment of receipt for the purposes hereof.

(c) If no such acknowledgment be received the messenger shall state the fact in his return of service of the process.

(d) Op die koevert wat sodanige brief bevat, word 'n kennisgewing in druk- of tikskrif met die volgende bewoording aangebring:—

„Hierdie brief moet nie heradressee word nie. Indien dit nie voor.....19....., afgelewer is nie, moet dit aan die geregsbode van die landdroshof van.....afgelewer word.”

REËL 10.

Vertraging in die Voortsetting van 'n Aksie.

10. 'n Dagvaarding in 'n aksie verval indien dit nie binne 12 maande vanaf die datum van uitreiking beteken is nie of, indien dit beteken is, die eiser nie binne daardie tydperk na betekening verdere stappe in die voortsetting van die aksie gedoen het nie: Met dien verstande dat as die eiser of sy prokureur voor die verloop van genoemde tydperk 'n beëdigde verklaring by die klerk van die hof indien waarin vermeld word—

(a) dat 'n verlenging van tyd om die gevorderde skuld of enige gedeelte daarvan te betaal op versoek van die verweerder aan hom toegestaan is;

(b) dat kragtens die ooreenkoms vonnis, behalwe in die geval van verstek, nie binne 'n tydperk van 12 maande vanaf die uitreiking van die dagvaarding versoek kan word nie; en

(c) die tydperk van verlenging,

die dagvaarding nie voor 12 maande na verloop van die tydperk van verlenging verval nie.

REËL 11.

Toestemming tot Vonnis.

11. (1) 'n Verweerder kan voor kennisgewing van voorneme om te verdedig, toestem tot vonnis—

(a) deur die vorm tot toestemming wat op die oorspronklike dagvaarding geëndosseer is, te onderteken;

(b) deur die afskrif van die dagvaarding wat aan hom beteken is by die klerk van die hof in te dien met die vorm tot toestemming wat daarop geëndosseer is, behoorlik deur hom onderteken; of

(c) deur 'n soortgelyke vorm tot toestemming behoorlik deur hom en 2 getuies, wie se adresse ook aangedui word, onderteken by die klerk van die hof in te dien.

(2) Wanneer 'n verweerder soos voornoemd toestem voordat aan die geregsbode opdrag tot betekening gegee is, is dit nie nodig om die dagvaarding te beteken nie en betekeningsgelde word nie op die verweerder verhaal nie.

(3) 'n Verweerder wat soos voornoemd toestem voor die verloop van die tydperk wat vir kennisgewing van voorneme om te verdedig bepaal is, is nie vir vonniskoste aanspreeklik nie.

(4) 'n Verweerder kan, nadat kennis van voorneme om te verdedig gegee is, toestem tot vonnis deur 'n vorm tot toestemming soortgelyk aan dié wat op die dagvaarding geëndosseer is, af te lewer en sodanige toestemming word deur die verweerder of sy prokureur in die saak onderteken.

(5) Indien die verweerder toestem tot 'n bedrag minder as dié wat in die dagvaarding gevorder word, kan hy kennis gee van voorneme om te verdedig of sy verweer voortset met betrekking tot die saldo van die vordering. Ondanks 'n vonnis kragtens sodanige toestemming kan die aksie met betrekking tot sodanige saldo voortgesit word en is vir alle daaropvolgende doeleindes 'n aksie met betrekking tot sodanige saldo.

(d) Every such letter shall have on the envelope a printed or typewritten notice in the following terms:—

“This letter must not be readdressed. If delivery is not effected before.....19....., this letter must be delivered to the Messenger of the Magistrate's Court at.....”

RULE 10.

Delay in the Prosecution of an Action.

10. If summons in an action be not served within 12 months of the date of its issue or, having been served, the plaintiff has not within that time after service taken further steps in the prosecution of the action, the summons shall lapse: Provided that where the plaintiff or his attorney files an affidavit with the clerk of the court before the expiration of such period setting out—

(a) that at the request of the defendant an extension of time in which to pay the debt claimed or any portion thereof has been granted to him;

(b) that in terms of the agreement judgment cannot, save in case of default, be sought within a period of 12 months from the issue of the summons; and

(c) the period of the extension,

the summons shall not lapse until 12 months after the expiration of the period of extension.

RULE 11.

Judgment by Consent.

11. (1) A defendant may before entry of appearance consent to judgment—

(a) by signing the form of consent endorsed on the original summons;

(b) by lodging with the clerk of the court the copy of the summons served upon him with the form of consent endorsed thereon duly signed by him; or

(c) by lodging with the clerk of the court a consent in a similar form duly signed by him and by 2 witnesses whose addresses are also given.

(2) Where a defendant so consents before instructions for service have been given to the messenger, it shall not be necessary to serve the summons, and the defendant shall not be chargeable with fees for service.

(3) A defendant so consenting before the expiration of the time limited for appearance shall not be chargeable with judgment charges.

(4) A defendant may after entry of appearance consent to judgment by delivering a consent similar in form to that endorsed on the summons and such consent shall be signed by the defendant or by his attorney of record.

(5) If the defendant's consent is for less than the amount claimed in the summons, he may enter an appearance to defend or may continue his defence as to the balance of the claim. Notwithstanding a judgment upon such consent, the action may proceed as to such balance, and it shall be in all subsequent respects an action for such balance.

(6) Wanneer die verweerder tot vonnis toegestem het, moet die klerk van die hof, behoudens die bepalings van reël 12 (5), (6) en (7), 'n vonnis ooreenkomstig die verweerder se toestemming aanteken: Met dien verstande dat waar sodanige toestemming tot vonnis in verweerder se verweerskrif vervat is, die klerk van die hof die aan-geleentheid na die hof moet verwys, wat sy bevoegdhede kragtens reël 12 (7) uitoefen.

REËL 12.

Vonnis by Verstek.

12. (1) (a) Indien 'n verweerder versuim het om kennis van voorneme om te verdedig te gee binne die tydperk deur die dagvaarding vasgestel of voor die indiening van die versoek hieronder genoem [behalwe soos in die voor-behoudsbepaling by reël 13 (3) bepaal] en nie tot vonnis toegestem het nie, kan die eiser 'n skriftelike versoek, in tweevoud, om vonnis teen sodanige verweerder by die klerk van die hof indien vir—

(i) enige bedrag wat nie die bedrag wat in die dagvaarding gevorder word te bowe gaan nie of vir ander regshulp aldus gevorder;

(ii) die koste van die aksie; en

(iii) rente vanaf die datum van die dagvaarding tot die datum van die vonnis teen die koers in die dagvaarding vermeld of, indien geen koers vermeld word nie, teen die koers van 6 persent per jaar.

(b) Indien die verweerder kennis gegee het van sy voorneme om te verdedig maar versuim het om 'n verweerskrif binne die tydperk deur reël 19 vasgestel, af te lewer, kan die eiser 'n skriftelike kennisgewing aflewer waarin die verweerder versoek word om 'n verweerskrif binne 2 dae na ontvangs van sodanige kennisgewing af te lewer en, indien die verweerder versuim om dit te doen, kan die eiser 'n skriftelike versoek om vonnis op dieselfde wyse asof die verweerder versuim het om kennis van voorneme om te verdedig te gee by die klerk van die hof indien.

(c) Wanneer die verweerder versuim het om kennis van voorneme om te verdedig te gee of sodanige kennis gegee het maar versuim het om 'n verweerskrif af te lewer binne die tydperk wat in die kennisgewing wat kragtens paragraaf (b) aan hom afgelewer is, vermeld is en die eiser in elke geval 'n versoek om vonnis ingedien het, moet die klerk van die hof, behoudens die bepalings van subreëls (2), (3), (4), (5), (6) en (7), vonnis kragtens eiser se versoek aanteken en as die versoek om vonnis in tweevoud ingedien was, die eiser in kennis stel deur die afskrif aan hom terug te stuur met die uitslag en die datum daarvan behoorlik daarop geëndosseer.

(d) Wanneer 'n verweerder kennis van voorneme om te verdedig gegee het maar versuim het om 'n verweerskrif af te lewer binne die tydperk vermeld in die kennisgewing wat kragtens paragraaf (b) aan hom afgelewer is en die klerk van die hof 'n vonnis kragtens 'n versoek deur die eiser ingedien, aangeteken het, word koste getakseer asof dit 'n verdedigde aksie was.

(2) (a) Indien dit vir die klerk van die hof blyk dat die verweerder voornemens is om die aksie te verdedig maar dat sy kennisgewing van voorneme om te verdedig gebrekkig is deurdat dit—

(i) nie behoorlik afgelewer is nie; of

(ii) nie behoorlik onderteken is nie; of

(iii) nie die posadres van die persoon wat dit onderteken het of 'n adres vir betekening, soos in reël 13 bepaal, aangee nie; of

(6) When a defendant has consented to judgment, the clerk of the court shall, subject to the provisions of rule 12 (5), (6) and (7), enter judgment in terms of the defendant's consent: Provided that where such consent to judgment is contained in defendant's plea, the clerk of the court shall refer the matter to the court and the court may thereupon exercise its powers under rule 12 (7).

RULE 12.

Judgment by Default.

12. (1) (a) If a defendant has failed to enter appearance to defend within the time limited by the summons or before the lodgment of the request hereinafter mentioned [except as provided in the proviso to rule 13 (3)] and has not consented to judgment, the plaintiff may lodge with the clerk of the court a written request, in duplicate, for judgment against such defendant for—

(i) any sum not exceeding the sum claimed in the summons or for other relief so claimed;

(ii) the costs of the action; and

(iii) interest from the date of the summons to the date of judgment at the rate specified in the summons or, if no rate be specified, at the rate of 6 per cent per annum.

(b) If the defendant has entered appearance but has failed to deliver a plea within the time limited by rule 19 the plaintiff may deliver notice in writing calling upon the defendant to deliver a plea within 2 days of the receipt of such notice and, on failure of the defendant so to do, may lodge with the clerk of the court a written request for judgment in the same manner as if the defendant had failed to enter appearance to defend.

(c) When the defendant has failed to enter appearance to defend or, having entered appearance, has failed to deliver a plea within the period specified in the notice delivered to him in terms of paragraph (b) and the plaintiff has in either case lodged a request for judgment, the clerk of the court shall, subject to the provisions of subrules (2), (3), (4), (5), (6) and (7), enter judgment in terms of the plaintiff's request and if the request for judgment was lodged in duplicate notify the plaintiff by returning to him the duplicate copy duly endorsed as to the result and the date thereof.

(d) When a defendant has entered an appearance to defend but has failed to deliver a plea within the period specified in the notice delivered to him in terms of paragraph (b) and the clerk of the court has entered judgment in terms of a request lodged by the plaintiff, costs shall be taxed as if it had been a defended action.

(2) (a) If it appears to the clerk of the court that the defendant intends to defend the action but that his entry of appearance is defective, in that the memorandum there-of—

(i) has not been properly delivered; or

(ii) has not been properly signed; or

(iii) does not set out the postal address of the person signing it or an address for service as provided in rule 13; or

(iv) enige twee of meer sodanige gebreke of enige ander vormgebrek openbaar,

teken hy nie vonnis teen die verweerder aan nie tensy die eiser 'n skriftelike kennisgewing aan die verweerder afgelewer het waarin hy versoek word om 'n behoorlike kennisgewing van voorneme om te verdedig binne 2 dae na die ontvangs van sodanige kennisgewing af te lewer.

(b) Sodanige kennisgewing vermeld in watter opsig die verweerder se kennisgewing van voorneme om te verdedig gebrekkig is.

(c) By versuim van die verweerder om 'n kennisgewing van voorneme om te verdedig of te lewer soos in paragraaf (a) bepaal, kan die eiser 'n skriftelike versoek om vonnis weens versuim om behoorlik kennis van voorneme om te verdedig te gee by die klerk van die hof indien.

(3) Vonnis weens versuim om kennis te gee van voorneme om te verdedig word nie in 'n aksie aangeteken waarin die dagvaarding per aangetekende pos beteken is nie tensy die erkenning van ontvangs in reël 9 (15) (a) genoem, deur die geregsbode tesame met sy relaas van betekening ingedien is nie.

(4) Die klerk van die hof verwys na die hof enige versoek om vonnis vir 'n ongelikwiderde bedrag en die eiser moet aan die hof, hetsy mondeling of deur middel van beëdigde verklaring, getuienis van die aard en omvang van sy vordering voorlê. Die hof moet daarna die bedrag wat deur die eiser verhaal kan word, bepaal en 'n gepaste uitspraak gee.

(5) Die klerk van die hof verwys na die hof enige versoek om vonnis op 'n vordering wat gegrond is op 'n skuldoorsaak wat voortspruit uit of gebaseer is op 'n huurkoop-ooreenkoms wat aan die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), onderworpe is en die hof moet vervolgens sodanige bevel of uitspraak gee as wat hy billik ag.

(6) Indien die aksie op 'n likwiede dokument berus, moet die eiser voor vonnis die oorspronklike van sodanige dokument, behoorlik geseël, of 'n beëdigde verklaring waarin redes tot tevredenheid van die hof vermeld word waarom sodanige oorspronklike nie ingedien kan of behoort te word nie, by die stukke indien.

(7) Die klerk van die hof kan enige versoek om vonnis na die hof verwys en die hof kan vervolgens—

(a) indien 'n vonnis by verstek verlang word, die eiser versoek om sodanige getuienis, skriftelik of mondeling, ter ondersteuning van sy vordering aan te voer as die hof nodig ag;

(b) indien 'n vonnis by toestemming verlang word, die eiser versoek om getuienis tot tevredenheid van die hof aan te voer dat die toestemming deur die verweerder onderteken is en 'n toestemming met betrekking tot die verlangde vonnis is;

(c) vonnis gee ooreenkomstig die eiser se versoek of vir daardie gedeelte van die vordering as wat tot die hof se tevredenheid bewys is;

(d) ingevolge die verweerder se toestemming vonnis gee;

(e) vonnis weier; of

(f) sodanige ander bevel gee as wat billik geag word.

(8) Wanneer een of meer van verskeie verweerders in 'n aksie toestem tot vonnis of versuim om kennis te gee van voorneme om te verdedig of om 'n verweerskrif af te lewer, kan vonnis teen die verweerder of verweerders wat toegestem het tot vonnis of in verstek is, aangeteken word en die eiser kan op sodanige vonnis handel sonder benadeling van sy reg om die aksie teen die ander verweerder of verweerders voort te sit.

(9) Vonnis word aangeteken deur dit te notuleer.

(iv) exhibits any two or more of such defects or any other defect of form,

he shall not enter judgment against the defendant unless the plaintiff has delivered written notice to the defendant calling upon him to deliver a memorandum of entry of appearance in due form within 2 days of the receipt of such notice.

(b) Such notice shall set out in what respect the defendant's entry of appearance is defective.

(c) On failure of the defendant to deliver a memorandum of entry of appearance as provided in paragraph (a), the plaintiff may lodge with the clerk of the court a written request for judgment in default of due entry of appearance.

(3) Judgment in default of appearance to defend shall not be entered in an action in which the summons has been served by registered post unless the acknowledgement of receipt referred to in rule 9 (15) (a) has been filed by the messenger with his return of service.

(4) The clerk of the court shall refer to the court any request for judgment for an unliquidated amount and the plaintiff shall furnish to the court evidence either oral or by affidavit of the nature and extent of the claim. The court shall thereupon assess the amount recoverable by the plaintiff and shall give an appropriate judgment.

(5) The clerk of the court shall refer to the court any request for judgment on a claim founded on any cause of action arising out of or based on any hire-purchase agreement governed by the Hire-Purchase Act, 1942 (Act No. 36 of 1942), and the court shall thereupon make such order or give such judgment as it may deem just.

(6) If the action be on a liquid document the plaintiff shall before judgment file of record the original of such document duly stamped or an affidavit setting out reasons to the satisfaction of the court why such original cannot or should not be filed.

(7) The clerk of the court may refer to the court any request for judgment and the court may thereupon—

(a) if a default judgment be sought, call upon the plaintiff to produce such evidence either written or oral in support of his claim as it may deem necessary;

(b) if a judgment by consent be sought, call upon the plaintiff to produce evidence to satisfy the court that the consent has been signed by the defendant and is a consent to the judgment sought;

(c) give judgment in terms of plaintiff's request or for so much of the claim as has been established to its satisfaction;

(d) give judgment in terms of defendant's consent;

(e) refuse judgment; or

(f) make such other order as may be just.

(8) When one or more of several defendants in an action consent to judgment or fail to enter appearance or to deliver a plea, judgment may be entered against the defendant or defendants who have consented to judgment or are in default, and the plaintiff may proceed on such judgment without prejudice to his right to continue the action against another defendant or other defendants.

(9) Judgment shall be entered by making a minute of record thereof.

REËL 13.

Kennisgewing van Voorneme om te Verdedig.

13. (1) 'n Verweerder wat voornemens is om die aksie te verdedig, moet binne die tydperk wat deur die dagvaarding vasgestel is kennis gee van sy voorneme om te verdedig deur die aflewering van 'n kennisgewing dat hy voornemens is om te verdedig.

(2) In aksies teen die Staat kan kennis van voorneme om te verdedig te eniger tyd binne 21 dae na betekening van die dagvaarding gegee word.

(3) Ondanks die bepalings van subreëls (1) en (2), is 'n kennisgewing van voorneme om te verdedig selfs na verloop van die tydperk in die dagvaarding of die tydperk in subreël (2) vermeld, van krag, mits 'n versoek om vonnis by verstek nog nie ingedien is nie: Met dien verstande verder dat indien die versoek om vonnis by verstek en die kennisgewing van voorneme om te verdedig op dieselfde dag ingedien word, die kennisgewing van voorneme om te verdedig nogtans van krag is maar die eiser is geregtig op die koste van sodanige versoek om vonnis by verstek asof dit 'n onverdedigde aksie was.

(4) (a) Die kennisgewing word deur die verweerder onderteken.

(b) Die volledige adres waar die verweerder betekening van prosesstukke, kennisgewings of dokumente sal aanvaar asook die posadres van die persoon wat die kennisgewing onderteken, moet in die kennisgewing vermeld word.

(c) Behalwe op plekke waar daar minder as 3 prokureurs of prokureursfirmas is wat afsonderlik van mekaar praktiseer, moet die adres waar die verweerder betekening van prosesstukke, kennisgewings of dokumente sal aanvaar nie meer as 5 myl van die hofgebou af wees nie.

(d) Die adres wat vir betekening vermeld word, moet nie die adres van die klerk van die hof of die geregsbode wees nie tensy die kantoor van die Staatsprokureur of enige tak daarvan as die adres van die persoon wat die kennisgewing onderteken, aangegee word.

(5) Op versoek van 'n ongeletterde verweerder wat nie deur 'n prokureur verteenwoordig is nie, moet die klerk van die hof namens hom kennis gee van voorneme om te verdedig.

(6) Kennisgewing van voorneme om te verdedig, geskied sonder benadeling van enige eksepsie wat die verweerder kan opwerp.

REËL 14.

Summiere Vonnis.

14. (1) Wanneer 'n verweerder kennis gegee het van voorneme om te verdedig, kan die eiser in konvensie by die hof om summiere vonnis aansoek doen op een of meer van sodanige vorderings in die dagvaarding wat net—

(a) op 'n likwiede dokument berus;

(b) vir 'n gelikwiede geldsom is;

(c) vir die lewering van bepaalde roerende goed is;

of

(d) vir uitsetting is,

benewens koste.

(2) Sodanige aansoek word gedoen met minstens 3 dae kennisgewing wat hoogstens 4 dae na die datum van die verweerder se kennisgewing van voorneme om te verdedig afgelewer word en tesame met sodanige kennisgewing lewer die eiser—

(a) as die vordering 'n vordering is soos in subreël

(1) (b), (c) of (d) genoem, 'n afskrif van 'n beëdigde verklaring deur homself of deur enigiemand anders wat

RULE 13.

Appearance to Defend.

13. (1) A defendant intending to defend the action shall within the period limited by the summons enter an appearance to defend by delivery of a notice that he intends to defend.

(2) In actions against the State, appearance to defend may be entered at any time within 21 days after service of the summons.

(3) Notwithstanding the provisions of subrules (1) and (2), an appearance to defend, even though entered after the expiry of the period mentioned in the summons or the period mentioned in subrule (2), shall be effective; provided a request for default judgment has not yet been filed: Provided further that if the request for default judgment and the appearance to defend are filed on the same day the appearance to defend shall still be effective but the plaintiff shall be entitled to costs for such request for default judgment as if the matter had been an undefended action.

(4) (a) The notice shall be signed by the defendant.

(b) The full address where the defendant will accept service of process, notices or documents and also the the postal address of the person signing the notice shall be given in the notice.

(c) Except in places where there are fewer than 3 attorneys or firms of attorneys practising independently of one another the address where the defendant will accept service of process, notices or documents shall be not more than 5 miles distant from the court-house.

(d) The address given for service shall not be that of the clerk of the court or the messenger unless the office of the State Attorney or any branch thereof is given as the address of the person signing the notice.

(5) The clerk of the court shall at the request of an illiterate defendant who does not employ an attorney, enter an appearance for him.

(6) The entry of an appearance shall be without prejudice to any exception which the defendant may have.

RULE 14.

Summary Judgment.

14. (1) When a defendant has entered an appearance to defend, the plaintiff in convention may apply to the court for summary judgment on one or more of such claims in the summons as are only—

(a) on a liquid document;

(b) for a liquidated amount in money;

(c) for the delivery of specified movable property; or

(d) for ejectment,

in addition to costs.

(2) Such application shall be made on not less than 3 days' notice delivered not more than 4 days after the date of the defendant's appearance to defend and the plaintiff shall deliver with such notice—

(a) if the claim is a claim referred to in subrule (1)

(b), (c) or (d), a copy of an affidavit, made by himself or by any other person who can swear positively to the

onder eed die feite kan bevestig, afgelê waarin die skuldoorsaak en die bedrag (as daar is) wat gevorder word, bevestig word en waarin hy verklaar dat daar na sy mening nie 'n *bona fide*-verweer teen die vordering is nie en dat kennis van voorneme om te verdedig, gegee is bloot met die doel om die saak te vertraag.

(b) as die vordering op 'n likwiede dokument berus, 'n afskrif van die dokument.

(3) By die aanhoor van 'n aansoek om summere vonnis kan die verweerder—

(a) ter berusting in die uitspraak van die hof die bedrag waarvoor gedagvaar word tesame met die bedrag ten opsigte van koste wat die hof mag vasstel, geregtelik inbetaal;

(b) in die geval van 'n geldelike vordering of 'n geldelike vordering in die alternatief, sekerheid stel dat hy aan 'n vonnis wat teen hom in die aksie gegee mag word, sal voldoen; of

(c) die hof oortuig deur middel van 'n beëdigde verklaring wat afgelewer word nie later as middag die dag voorafgaande aan die dag van aanhoring van die aansoek nie (welke beëdigde verklaring met verlof van die hof met mondelinge getuienis aangevul kan word) dat hy 'n *bona fide*-verweer teen die vordering waarop summere vonnis versoek word of 'n *bona fide*-teenvordering teen die eiser het. Sodanige beëdigde verklaring en getuienis moet die aard en gronde van die verweer of teenvordering bekendmaak.

(4) Geld wat kragtens subreël (3) geregtelik inbetaal is en vir meer as 3 jaar onuitbetaald is, kan in die Gekonsolideerde Inkomstefonds inbetaal word nadat skriftelik 3 maande kennis van so 'n voorneme aan die betrokke partye gegee is. Die betrokke partye kan daarna om 'n terugbetaling van die bedrag wat in genoemde fonds inbetaal is, aansoek doen.

(5) Behoudens die bepalings van subreël (2), word geen getuienis deur die eiser by die aanhoring van die aansoek aangevoer nie, ook kan 'n persoon wat mondelinge getuienis by sodanige aanhoring aflê nie deur die eiser gekruisvra word nie, maar sodanige persoon kan na ondervraging deur die verweerder deur die hof ondervra word.

(6) Behoudens die bepalings van reël 17 (7) kan die hof, as die verweerder nie soos voornoemd geregtelik inbetaal of sekerheid stel of die hof oortuig nie, summere vonnis vir die eiser gee.

(7) Indien die verweerder aan die bepalings van paragraaf (a), (b) of (c) van subreël (3) voldoen, moet die hof verlof verleen om te verdedig en die aksie word voortgesit asof geen aansoek kragtens hierdie reël gedoen is nie.

(8) Waar verlof om te verdedig kragtens subreël (7) verleen is, is die getuienis wat by die aanhoor van die aansoek om summere vonnis aangevoer is, nie, behalwe met toestemming, by enige latere verhoor ten gunste van die party ten behoeve van wie dit aangevoer is, toelaatbaar nie behalwe vir sover die onderskeie verklaarders en getuies by sodanige latere verhoor vir kruisondervraging beskikbaar is.

(9) As dit by die aanhoor van 'n aansoek kragtens hierdie reël blyk dat een verweerder geregtig is op verlening van verlof om te verdedig en 'n ander nie aldus geregtig is nie of dat die verweerder geregtig is op verlof om te verdedig alleen ten opsigte van 'n gedeelte van die vordering, kan die hof—

(a) aan 'n verweerder wat aldus geregtig is, verlof verleen om te verdedig en teen 'n verweerder wat nie aldus geregtig is nie, vonnis gee; of

(b) aan die verweerder verlof gee om te verdedig ten opsigte van sodanige gedeelte van die vordering en vonnis gee teen die verweerder ten opsigte van die res

facts, verifying the cause of action and the amount claimed, if any, and stating that in his belief there is not a *bona fide* defence to the claim and that appearance has been entered solely for the purpose of delaying the action.

(b) if the claim is founded on a liquid document, a copy of such document.

(3) Upon the hearing of an application for summary judgment the defendant may—

(a) pay into court to abide the result of the action the sum sued for together with such sum for costs as the court may determine;

(b) in the case of a claim sounding in money or of an alternative claim sounding in money, give security to satisfy any judgment which may be given against him in the action; or

(c) satisfy the court by affidavit delivered not later than noon of the day preceding the hearing of the application (which affidavit may by leave of the court be supplemented by oral evidence) that he has a *bona fide* defence to the claim on which summary judgment is being applied for or a *bona fide* counterclaim against the plaintiff. Such affidavit and evidence shall disclose the nature and grounds of the defence or counterclaim.

(4) Money paid into court under subrule (3) not disposed of before the expiration of a period of 3 years, may be paid into the Consolidated Revenue Fund, after 3 months' notice of such intention in writing has been given to the parties concerned. Thereafter the parties concerned may apply for a refund of the amount paid into the said Fund.

(5) Subject to the provisions of subrule (2), no evidence shall be adduced by the plaintiff at the hearing of the application; nor shall any person giving oral evidence at such hearing be cross-examined by the plaintiff, but such person may after examination by the defendant be examined by the court.

(6) Subject to the provisions of rule 17 (7), the court may, if the defendant does not so pay into court or find security or satisfy the court, give summary judgment for the plaintiff.

(7) If the defendant complies with the provisions of paragraph (a), (b) or (c) of subrule (3), the court shall give leave to defend and the action shall thereupon proceed as if no application under this rule has been made.

(8) Where leave to defend is given under subrule (7), no evidence given on the hearing of the application for summary judgment shall, except by consent, at any subsequent hearing be admissible in favour of the party on whose behalf it was given except in so far as the respective deponents and witnesses are produced at such subsequent hearing for cross-examination.

(9) If on the hearing of an application made under this rule it appears either that one defendant is entitled to leave to defend and another is not so entitled or that the defendant is entitled to leave to defend as to part only of the claim, the court may—

(a) give leave to defend to a defendant so entitled and give judgment against a defendant not so entitled; or

(b) give leave to defend to the defendant as to such part of the claim and give judgment against the

van die vordering tensy die verweerder sodanige res geregteelik inbetaal het; of

(c) beide bevele gee.

REËLS 15-16.

Verdere Besonderhede.

15. (1) 'n Verweerder kan te eniger tyd na kennisgewing van voorneme om te verdedig en voor aflewering van die verweerskrif by kennisgewing by die eiser aansoek doen om afskrifte van alle of enige rekeninge of dokumente waarop die aksie berus. Sodanige afskrifte word binne 7 dae na ontvangs van sodanige kennisgewing deur die eiser afgelewer.

(2) Die eiser moet, na kennisgewing, die verweerder onverwyld toelaat om die oorspronklike van sodanige rekeninge of dokumente in te sien.

(3) As die eiser wederregteelik weier of versuim om sodanige afskrifte af te lewer of om die verweerder toe te laat om aldus in te sien, kan die aksie, op aansoek met koste afgewys word.

16. (1) 'n Party kan by kennisgewing afgelewer hoogstens 4 dae na kennisgewing van voorneme om te verdedig in die geval van 'n dagvaarding of na die aflewering van enige ander pleitstuk of nadat uitspraak ten opsigte van 'n eksepsie teen sodanige pleitstuk gegee is die party wat sodanige pleitstuk aflewer aansê om sodanige verdere besonderhede as wat redelikerwys nodig is om sodanige party in staat te stel om te pleit, af te lewer.

(2) Die party wat sodanige pleitstuk aflewer, moet binne 7 dae na die ontvangs van so 'n kennisgewing sodanige besonderhede aflewer.

REËL 17.

Eksepsies en Aansoeke om Deurhaling.

17. (1) (a) 'n Verweerder moet binne 7 dae na kennisgewing van voorneme om te verdedig besonderhede van enige eksepsie teen die dagvaarding aflewer met dien verstande dat wanneer die aflewering van dokumente of besonderhede kragtens reël 15 of 16 aangevra is besonderhede van die eksepsie binne 7 dae na die aflewering van sodanige dokumente of besonderhede afgelewer kan word.

(b) 'n Verweerder wat versuim om sodanige besonderhede binne sodanige tydperk af te lewer, kan nie daarna sonder verlof van die hof, toegestaan op aansoek na kennisgewing aan die eiser, 'n eksepsie opwerp nie.

(2) Die enigste eksepsies wat 'n verweerder kan opwerp, is—

(a) dat die dagvaarding nie 'n skuldoorsaak openbaar nie;

(b) dat die dagvaarding vaag en verwarrend is;

(c) dat die dagvaarding nie aan die vereistes van reël 5 of 6 voldoen nie;

(d) dat die dagvaarding nie behoorlik beteken is nie;

(e) dat die afskrif van die dagvaarding wat aan die verweerder beteken is, wesenlik van die oorspronklike verskil.

(3) Enige ander verweer moet in ooreenstemming met die bepalings van reël 19 by wyse van 'n verweerskrif opgewerp word.

(4) Waar meer as een vordering in 'n dagvaarding gedoen word, kan eksepsie teen enige een of meer sodanige vorderings opgewerp word.

(5) (a) Die hof handhaaf nie 'n eksepsie nie tensy hy oortuig is dat die verweerder in die voer van sy verweer benadeel sal word indien toegelaat word dat die dagvaarding bly staan.

defendant as to the balance of the claim unless the defendant shall have paid such balance into court; or

(c) make both such orders.

RULES 15-16.

Further Particulars.

15. (1) A defendant may at any time after entering appearance to defend and before delivery of the plea apply to the plaintiff by notice for copies of all or any of the accounts or documents upon which the action is founded. Such copies shall be delivered by the plaintiff within 7 days after receipt of such notice.

(2) The plaintiff shall, on notice, forthwith allow the defendant to inspect the originals of such accounts or documents.

(3) If the plaintiff wrongfully refuses or fails to deliver such copies or to allow the defendant so to inspect, the action may, on application, be dismissed with costs.

16. (1) Any party may by notice delivered not more than 4 days after entry of appearance in the case of a summons or after the delivery of any other pleading or after judgment on any exception to such pleading has been given require the party delivering such pleading to deliver such further particulars as are reasonably necessary to enable such party to plead.

(2) The party delivering such pleading shall within 7 days after receipt of such notice deliver such particulars.

RULE 17.

Exceptions and Applications to Strike Out.

17. (1) (a) A defendant shall within 7 days after entry of appearance deliver particulars of any exception to the summons: Provided that where delivery of documents or particulars has been requested in terms of rule 15 or 16 particulars of the exception may be delivered within 7 days after delivery of such documents or particulars.

(b) A defendant failing to deliver such particulars within such period may not thereafter raise any exception without leave of the court granted on application after notice to the plaintiff.

(2) The only exceptions that may be taken by a defendant are—

(a) that the summons does not disclose a cause of action;

(b) that the summons is vague and embarrassing;

(c) that the summons does not comply with the requirements of rule 5 or 6;

(d) that the summons has not been properly served;

(e) that the copy of the summons served upon defendant differs materially from the original.

(3) Any other defence shall be raised by means of plea in accordance with the provisions of rule 19.

(4) Where more than one claim is made in a summons exception may be taken to any one or more of such claims.

(5) (a) The court shall not uphold any exception unless it is satisfied that the defendant would be prejudiced in the conduct of his defence if the summons were allowed to stand.

(b) 'n Verweerder wat 'n eksepsie teen die dagvaarding opwerp, moet die gronde waarop die eksepsie berus duidelik en bondig aangee.

(c) Die hof handhaaf nie 'n eksepsie dat die dagvaarding vaag en verwarrend is nie tensy die verweerder, voordat hy die eksepsie opgewerp het, deur die aflewering van 'n kennisgewing die eiser 'n geleentheid gegee het om die oorsaak van die klag te verwyder.

(6) (a) 'n Verweerder kan aansoek doen dat enigeen van 2 of meer vorderings in 'n dagvaarding wat nie in die alternatief gestel is nie en onderling teenstrydig is of gegrond is op teenstrydige feitlike bewerings deurgehaal word of om enige beredenerende, ontoepaslike, oortollige of teensprekende inhoud in die dagvaarding deur te haal.

(b) Die bepalinge van subreël (1) is *mutatis mutandis* op die aflewering van besonderhede ten opsigte van sodanige aansoek van toepassing.

(7) 'n Eksepsie of aansoek om deurahaling word, as besonderhede daarvan voor die aanhoor van 'n aansoek deur die eiser om summierse vonnis afgelewer is, by die aanhoor van sodanige aansoek aangehoor en beslis. Indien sodanige aansoek nie gedoen word nie, kan enigeen van die partye met 7 dae kennisgewing sodanige eksepsie of aansoek voor die verhoor vir aanhoring ter rolle plaas.

REËL 18.

Geregtelike Inbetaling.

18. (1) 'n Verweerder kan te eniger tyd onvoorwaardelik die bedrag in die dagvaarding gevorder geregtelik inbetaal en daarna is alle verdere verrigtinge in die aksie gestuit behoudens soos hieronder bepaal vir die verhaal van koste wat nie by sodanige betaling ingesluit is nie.

(2) (a) 'n Verweerder kan sonder benadeling 'n bedrag by wyse van 'n aanbod tot skikking van die eiser se vordering geregtelik inbetaal.

(b) 'n Eiser kan binne 10 dae nadat hy kennisgewing van sodanige geregtelike inbetaling ontvang het 'n versoek om uitbetaling aan hom van die bedrag wat inbetaal is, aflewer en verdere verrigtinge word daarna, behoudens soos hieronder bepaal vir die verhaal van koste wat nie by sodanige betaling ingesluit is nie, gestuit.

(3) 'n Verweerder wat kragtens subreël (1) geregtelik inbetaal na kennisgewing van voorneme om te verdedig of te eniger tyd kragtens subreël (2), moet terselfdertyd 'n kennisgewing aflewer waarin vermeld word dat 'n bedrag geregtelik inbetaal is en of dit onvoorwaardelik kragtens subreël (1) of by wyse van 'n aanbod tot skikking kragtens subreël (2) inbetaal is en as die bedrag wat kragtens subreël (2) inbetaal is ter vereffening van beide vordering en koste is, word sodanige feit ook vermeld.

(4) Die klerk van die hof betaal aan die eiser enige bedrag wat kragtens subreël (1) of (2) geregtelik inbetaal is, uit: Met dien verstande dat bedrae wat kragtens subreël (2) geregtelik inbetaal is, uitbetaal word alleen wanneer die versoek soos in paragraaf (b) van daardie subreël genoem, afgelewer word.

(5) 'n Eiser wat kragtens subreël (4) op uitbetaling geregtig is, is, behalwe wanneer 'n verweerder wat kragtens subreël (2) inbetaal in sy kennisgewing van betaling vermeld dat die bedrag wat inbetaal word koste insluit, geregtig om die koste wat hy tot op die tydstip van geregtelike inbetaling aangegaan het, tesame met sy koste om uitbetaling te verkry, op die verweerder op dieselfde wyse te verhaal asof die hof 'n bevel vir sodanige koste gegee het.

(6) Wanneer 'n bedrag kragtens subreël (2) by wyse van 'n aanbod tot skikking geregtelik inbetaal is en die hof by verhoor van die aksie bevind dat die eiser nie daarin geslaag het om te bewys dat meer as die aldus

(b) A defendant raising an exception to the summons shall clearly and concisely state the grounds upon which the exception is founded.

(c) The court shall not uphold an exception that the summons is vague and embarrassing unless the defendant has, prior to taking the exception, by delivery of a notice given the plaintiff an opportunity of removing the cause of the complaint.

(6) (a) A defendant may apply to strike out any one of two or more claims in a summons which, not being in the alternative, are mutually inconsistent or are based on inconsistent averments of fact, or to strike out any argumentative, irrelevant, superfluous or contradictory matter contained in the summons.

(b) The provisions of subrule (1) shall *mutatis mutandis* apply to the delivery of particulars of such an application.

(7) An exception or application to strike out shall, if particulars thereof have been delivered before the hearing of an application by the plaintiff for summary judgment, be heard and determined at the hearing of such application. If no such application be made, either party may on 7 days' notice set down such exception or application for hearing before the trial.

RULE 18.

Payment into Court.

18. (1) A defendant may at any time pay into court unconditionally the amount claimed in the summons and thereupon all further proceedings in the action shall be stayed save as hereinafter provided for the recovery of any costs not included in such payment.

(2) (a) A defendant may without prejudice pay an amount into court by way of offer in settlement of the plaintiff's claim.

(b) A plaintiff may within 10 days after receipt of notice of such payment into court deliver a request for the payment out to him of the amount paid in and further proceedings shall thereupon be stayed save as hereinafter provided for the recovery of costs not included in the payment.

(3) A defendant paying money into court in terms of subrule (1) after entry of appearance or at any time in terms of subrule (2) shall at the same time deliver a notice setting out that an amount has been paid into court and stating whether it has been paid in unconditionally under subrule (1) or as an offer of settlement under subrule (2) and if the amount paid in under subrule (2) is offered in settlement of both claim and costs, such fact shall also be stated.

(4) The clerk of the court shall pay out to the plaintiff any moneys paid into court under subrule (1) or (2): Provided that moneys paid into court under subrule (2) shall be paid out only on delivery of the request mentioned in paragraph (b) of that subrule.

(5) A plaintiff entitled to payment out under subrule (4) shall, save when a defendant making payment in under subrule (2) states in his notice of payment that the amount paid in is inclusive of costs, be entitled to recover from the defendant the costs incurred by him up to the time of payment into court, together with his costs of obtaining payment out, in the same manner as if an order for such costs had been made by the court.

(6) Where money has been paid into court under subrule (2) as an offer of settlement and the court finds on a trial of the action that plaintiff has failed to prove that there is any more due to him than the amount so paid

inbetaalde bedrag aan hom verskuldig is nie, beveel die hof eers uitbetaling aan die eiser van so 'n gedeelte daarvan as wat aan hom toegeken mag word (maar behoudens enige bevel of vonnis teen hom vir die verweerder se koste) en gee dan vonnis vir die verweerder en beveel die eiser om die koste deur die verweerder na geregtelike inbetaling aangegaan, te betaal en gee so 'n bevel as wat billik mag wees met betrekking tot koste wat voor die inbetaling aangegaan is.

(7) 'n Verweerder wat aanbod van betaling pleit, moet op die datum waarop hy sy verweerskrif indien die bedrag wat aldus aangebied is geregtelik inbetaal indien sodanige bedrag nie reeds aan die eiser betaal is nie.

(8) Behoudens die bepalings van subreël (4), word bedrae wat kragtens hierdie reël geregtelik inbetaal is alleen kragtens 'n vonnis wat verklaar wie daartoe geregtig is, of ingevolge die skriftelike toestemming van die partye, uitbetaal.

(9) Waar die vordering vir skadevergoeding of vergoeding is, word die bedrag van 'n aanbod of geregtelike inbetaling nie aan die hof of in die pleitstukke geopenbaar nie totdat vonnis op die vordering gegee is. 'n Bevel vir koste word gegee slegs nadat die bedrag van die aanbod of geregtelike inbetaling geopenbaar is en by die toekenning van koste moet die hof soos in subreël (6) bepaal, handel.

(10) Bedrae wat kragtens hierdie reël geregtelik inbetaal is en vir meer as 3 jaar onuitbetaal is, kan in die Gekonsolideerde Inkomstefonds inbetaal word nadat 3 maande kennis van sodanige voorneme aan die betrokke partye gegee is. Die betrokke partye kan, nadat die bepalings van subreël (8) nagekom is, aansoek doen om 'n terugbetaling van die bedrae wat in genoemde fonds inbetaal is.

REËL 19.

Verweerskrif.

19. (1) Die verweerder moet binne 7 dae—

(a) na kennisgewing van voorneme om te verdedig; of

(b) na aflewering van dokumente of besonderhede kragtens reël 15 of 16; of

(c) na afwysing van 'n aansoek om summier vonnis, indien sodanige aansoek gedoen word; of

(d) na die gee van 'n bevel waarin verlof tot verdediging verleen is; of

(e) na afwysing van 'n eksepsie of aansoek om deurahaling, indien sodanige eksepsie of aansoek kragtens reël 17 (7) vir aanhoring ter rolle geplaas is; of

(f) na enige wysiging van die dagvaarding wat deur die hof by die aanhoor van sodanige eksepsie of aansoek toegestaan is,

'n skriftelike verklaring, bekend as 'n verweerskrif, aflewer: Met dien verstande dat indien 'n appél teen 'n beslissing met betrekking tot 'n eksepsie aangeteken word, of sodanige verrigtinge in hersiening gebring word, die verweerskrif binne sodanige tydperk soos die hof van appél of, die hof, op aansoek, mag aandui, afgelewer word.

(2) Indien die verweerder die Staat is en die dagvaarding elders dan by die permanente hoofkantoor van die verweerder-departement beteken is, word 7 dae by die aantal dae in elk van die gevalle in subreël (1) genoem, gevoeg.

(3) Die verweerskrif word gedateer en deur die verweerder of sy prokureur onderteken.

(4) Die verweerder moet in sy verweerskrif al die wesenlike feite wat in die besonderhede van die dagvaar-

in, the court shall first order payment out to the plaintiff of so much thereof as may be awarded to him (but subject to any order or judgment against him for the defendant's costs) and shall then give judgment for the defendant and shall order the plaintiff to pay the costs incurred by the defendant after payment into court and shall make such order as may be just in regard to costs previously incurred.

(7) A defendant pleading tender shall on the day of filing his plea pay into court the amount so tendered if such amount has not already been paid to the plaintiff.

(8) Save as provided in subrule (4), moneys paid into court under this rule shall be paid out only upon a judgment declaring who is entitled thereto or upon the written consent of the parties.

(9) Where the claim is for damages or compensation the amount of a tender or payment into court shall not be disclosed to the court or in the pleadings until after judgment on the claim has been given. An order for costs shall be made only after disclosure of the amount tendered or paid into court and the court in awarding costs shall proceed as provided in subrule (6).

(10) Moneys paid into court under this rule and not disposed of before the expiration of 3 years, may be paid into the Consolidated Revenue Fund, after 3 months' notice of such intention has been given to the parties concerned. On compliance with the provisions of subrule (8) the parties concerned may apply for a refund of the amounts paid into the said Fund.

RULE 19.

Plea.

19. (1) The defendant shall within 7 days—

(a) after entry of appearance; or

(b) after delivery of documents or particulars in terms of rule 15 or 16; or

(c) after the dismissal of an application for summary judgment, if such application be made; or

(d) after the making of an order giving leave to defend; or

(e) after the dismissal of an exception or application to strike out, if such exception or application be set down for hearing in terms of rule 17 (7); or

(f) after any amendment of the summons allowed by the court at the hearing of such exception or application, deliver a statement in writing to be called a plea: Provided that if an appeal be noted against a decision on exception, or such proceedings be brought in review, the plea shall be delivered within such time as may be directed by the court of appeal or, on application, by the court.

(2) If the defendant be the State and the summons has been served elsewhere than at the permanent head office of the defendant department, 7 days shall be added in each case to the number of days prescribed in subrule (1).

(3) The plea shall be dated and be signed by the defendant or his attorney.

(4) The defendant in his plea shall either admit or deny or confess and avoid all the material facts alleged

ding aangevoer word, erken of ontken of met teenwering erken en moet duidelik en bondig die aard van sy verweer en alle wesenlike feite waarop dit steun, aangee.

(5) (a) Vir doeleindes van hierdie reël sluit „verweerder” iemand in aan wie ’n dagvaarding beteken is en wat beweer dat hy nie die verweerder is wat in die dagvaarding aangehaal word nie en om daardie rede kennis gee van voorneme om te verdedig. Die hof kan by die aanhoor van sodanige verweer beveel dat koste aan of deur sodanige persoon betaal word asof hy ’n party tot die aksie was.

(b) Indien sodanige verweer gehandhaaf word, kan die hof, indien daartoe deur die eiser versoek, in plaas van die dagvaarding af te wys enige nodige wysiging toestaan en beveel dat dit aan die werklike verweerder beteken word.

(6) ’n Blote ontkenning van aanspreeklikheid of ’n verweer van algehele ontkenning is nie toelaatbaar nie, maar die verweerder kan, hetsy as enigste verweer of tesame met enige ander verweer wat nie daarmee teenstrydig is nie, enigeen van die bewerings in die dagvaarding in die besonder ontken.

(7) Behoudens die bepalings van reël 18—

(a) wanneer ’n aanbod met betrekking tot ’n gedeelte van die gevorderde bedrag gepleit word, moet die verweerskrif die items van die eiser se vordering waarop die aanbod betrekking het, noukeurig vermeld;

(b) is ’n pleit van aanbod van betaling nie toelaatbaar nie tensy die bedrag van die beweerde aanbod, as dit nie reeds aan die eiser betaal is nie, by die aflewering van die verweerskrif geregtelik inbetaal word. Sodanige bedrag word alleen op bevel van die hof of die skriftelike toestemming van die partye aan die eiser uitbetaal;

(c) impliseer ’n aanbod nadat die aksie ingestel is ’n onderneming om die eiser se koste tot op die datum van die aanbod te betaal (tensy sodanige onderneming ten tyde van die aanbod uitdruklik ontken word) en is geldig sonder ’n aanbod of geregtelike inbetaling van die bedrag waarop sodanige koste getakseer mag word.

(8) Die bepalings van reël 18 (10) geld *mutatis mutandis* ten opsigte van gelde wat kragtens hierdie reël geregtelik inbetaal is.

(9) Wanneer geregtelike inbetaling in die verweerskrif beweer word, moet die besonderhede aandui of die inbetaling kragtens reël 18 (1) of (2) of by wyse van aanbod kragtens subreël (7) van hierdie reël gedoen is. Indien die aard van die inbetaling nie noukeurig vermeld word nie, word dit geag by wyse van aanbod na die instelling van die aksie te wees.

(10) Elke feitlike bewering van die eiser wat strydig is met die verweerskrif word geag ontken te word en elke ander bewering word geag erken te word.

(11) Indien dit gedurende die verhoor van ’n aksie blyk dat daar *prima facie*-getuienis is van ’n verweer op ’n ander grond as dié wat gepleit is, kan die hof, op aansoek by die verhoor, toelaat dat sodanige nuwe verweerdan mondeling gepleit word op sodanige voorwaardes met betrekking tot verdaging en koste as wat billik geag word.

(12) Enige verweer waarvoor ’n uitspraak gedoen kan word sonder dat dit noodsaaklik is om op die hoofsaak in te gaan, kan deur enigeen van die partye met 7 dae kennisgewing te eniger tyd nadat sodanige verweer opgewerp is vir afsonderlike aanhoring ter rolle geplaas word.

(13) ’n Eiser kan binne 7 dae na aflewering van die verweerskrif of verdere besonderhede en tesame met of voor aflewering van ’n antwoord besonderhede van ’n eksepsie teen die verweerskrif aflewer.

in the particulars to the summons and shall clearly and concisely state the nature of his defence and all the material facts on which it is based.

(5) (a) For the purposes of this rule “defendant” includes a person upon whom a summons has been served and who alleges that he is not the defendant cited in the summons and enters appearance to defend on that ground. The court may on the hearing of any such defence order costs to be paid to or by such person as if he were a party to the action.

(b) If such defence be sustained the court, instead of dismissing the summons, may, if moved thereto by the plaintiff, allow any necessary amendment and order that it be served upon the real defendant.

(6) A bare denial of liability or a defence of general issue shall not be admissible, but the defendant may, either as a sole defence or in combination with any other defence not inconsistent therewith, deny specifically any of the allegations in the summons.

(7) Subject to the provisions of rule 18—

(a) where a tender is pleaded as to part of the amount claimed, the plea shall specify the items of the plaintiff's claim to which the tender relates;

(b) a plea of tender shall not be admissible unless the amount of the alleged tender is paid into court on the delivery of the plea, if not already paid to the plaintiff. Such amount shall be paid out to the plaintiff only on the order of the court or upon the written consent of the parties;

(c) a tender after action brought shall imply an undertaking to pay the plaintiff's costs up to the date of the tender (unless such undertaking is expressly disavowed at the time of such tender) and shall be valid without a tender or payment into court of the amount at which such costs may be taxed.

(8) The provisions of rule 18 (10) shall *mutatis mutandis* apply to money paid into court under this rule.

(9) Where payment into court is alleged in the plea, the particulars shall show whether the payment in has been made under rule 18 (1) or (2) or by way of tender under subrule (7) of this rule. If the nature of the payment in be not specified it shall be deemed to be by way of tender after action brought.

(10) Every allegation of fact by the plaintiff which is inconsistent with the plea shall be presumed to be denied and every other allegation shall be taken to be admitted.

(11) If during the trial of an action it appears that there is *prima facie* evidence of a defence on some other ground than that pleaded, the court may, on application at the trial, allow such new defence to be then pleaded *viva voce* on such terms as to adjournment and costs as shall be just.

(12) Any defence which can be adjudicated upon without the necessity of going into the main case may be set down by either party for a separate hearing upon 7 days' notice at any time after such defence has been raised.

(13) A plaintiff may within 7 days of delivery of the plea or further particulars and with or before delivering a reply deliver particulars of an exception to the plea.

(14) 'n Eiser kan 'n eksepsie teen die verweerskrif opwerp op grond daarvan—

(a) dat dit nie 'n verweer teen die eiser se vordering openbaar nie; of

(b) dat dit vaag en verwarrend is; of

(c) dat dit nie aan die vereistes van hierdie reël voldoen nie.

(15) (a) Die hof handhaaf nie 'n eksepsie nie tensy hy oortuig is dat die eiser in die voer van sy saak benadeel sal word as die verweerskrif bly staan.

(b) 'n Eiser wat 'n eksepsie teen die verweerskrif opwerp, moet die gronde waarop die eksepsie berus duidelik en bondig aangee.

(c) Die hof handhaaf nie 'n eksepsie dat die verweerskrif vaag en verwarrend is nie tensy die eiser, voordat hy die eksepsie opgewerp het, deur die aflewering van 'n kennisgewing die verweerder die geleentheid gegee het om die oorsaak van die klag te verwyder.

(16) Besonderhede deur die verweerder kragtens reël 16 afgelewer, word geag in die verweerskrif ingesluit te wees.

(17) (a) 'n Eiser kan aansoek doen dat enigeen van twee of meer verweere wat nie in die alternatief gepleit word nie en onderling teenstrydig is, of dat enige beredenerende, ontoepaslike, oortollige of teensprekende inhoud in die verweerskrif vermeld, deurgehaal word.

(b) Die bepalings van subreël (12) is *mutatis mutandis* op die aflewering van besonderhede ten opsigte van 'n aansoek om deurhaling van toepassing.

(18) 'n Eksepsie teen of 'n aansoek om deurhaling van inhoud in die verweerskrif kan deur enigeen van die partye met 7 dae kennisgewing vir aanhoring ter rolle geplaas word.

(19) Indien sodanige eksepsie of aansoek gehandhaaf word en geen aansoek om 'n wysiging word gedoen nie of, indien dit wel gedoen word, afgewys word, kan die hof, as die verweerskrif dan geen verweer openbaar nie, vonnis vir die eiser gee.

REËL 20.

Teenvorderings.

20. (1) Die bepalings van hierdie reëls is *mutatis mutandis* op teenvorderings van toepassing behalwe dat dit onnodig is om kennis te gee van voorneme om te verdedig en dat alle tydperke wat in die geval van 'n hoofvordering vanaf die datum van kennisgewing van voorneme om te verdedig loop in die geval van 'n teenvordering vanaf die datum van aflewering van sodanige teenvordering loop.

(2) 'n Teenvordering word gedoen deur die aflewering, binne die tydperk deur reël 19 vir die aflewering van 'n verweerskrif gestel, van 'n skriftelike verklaring waarin sodanige besonderhede van die teenvordering aangegee word as wat in die geval van vorderings in konvensie vereis word.

(3) 'n Verweerder kan in 'n teenvordering enige reg of vordering van watter bedrag ook al wat hy teen die eiser mag aanvoer, hetsy likwied of illikwied, hetsy gelikwideerd of ongelikwideerd, hetsy dit ontstaan uit of in verband staan met die onderwerp van die vordering in konvensie al dan nie, opwerp en sodanige vordering (indien dit binne die regsbevoegdheid van die hof is) het dieselfde uitwerking as 'n kruisaksie om sodoende die hof in staat te stel om 'n eindvonnis in dieselfde aksie op sowel die vordering in konvensie as die teenvordering te gee.

(4) 'n Verweerder wat 'n teenvordering aflewer, kan by kennisgewing wat tesame daarmee of binne 2 dae daarna afgelewer word by die hof aansoek doen om te

(14) A plaintiff may except to the plea on the ground either—

(a) that it does not disclose a defence to the plaintiff's claim; or

(b) that it is vague and embarrassing; or

(c) that it does not comply with the requirements of this rule.

(15) (a) The court shall not uphold any exception unless it is satisfied that the plaintiff would be prejudiced in the conduct of his case if the plea were allowed to stand.

(b) A plaintiff raising an exception to the plea shall clearly and concisely state the grounds upon which the exception is founded.

(c) The court shall not uphold an exception that the plea is vague and embarrassing unless the plaintiff has, prior to taking the exception, by delivery of a notice given the defendant an opportunity of removing the cause of the complaint.

(16) Particulars delivered by the defendant in terms of rule 16 shall be deemed to be included in the plea.

(17) (a) A plaintiff may apply to strike out any of 2 or more defences which, not being pleaded in the alternative, are mutually contradictory, or any argumentative, irrelevant, superfluous or contradictory matter which may be stated in a plea.

(b) The provisions of subrule (12) shall apply *mutatis mutandis* to the delivery of particulars of an application to strike out.

(18) An exception to or application to strike out matter from a plea may be set down for hearing by either party on 7 days' notice.

(19) If such an exception or application be sustained and no application for amendment be made or, being made be refused, the court may, if the plea then discloses no defence, give judgment for the plaintiff.

RULE 20.

Claims in Reconvention.

20. (1) The provisions of these rules shall *mutatis mutandis* apply to claims in reconvention except that it shall not be necessary to enter an appearance to defend and that all times which, in the case of a claim in convention, run from the date of appearance, shall, in the case of a claim in reconvention, run from the date of delivery of such claim in reconvention.

(2) A claim in reconvention shall be made by the delivery, within the time limited by rule 19 for the delivery of a plea, of a statement in writing giving such particulars of the claim in reconvention as are required as to claims in convention.

(3) A defendant may set up by a claim in reconvention any right or claim of any amount which he may allege against the plaintiff, whether liquid or illiquid, whether liquidated or unliquidated, whether or not it arises out of or is connected with the subject-matter of the claim in convention and such claim (if within the jurisdiction of the court) shall have the same effect as a cross-action, so as to enable the court to pronounce a final judgment in the same action both on the claim in convention and on the claim in reconvention.

(4) A defendant delivering a claim in reconvention may by notice delivered therewith or within 2 days thereafter

beslis dat die teenvordering sy regsbevoegdheid oorskry en om die aksie kragtens artikel 47 van die Wet op te skort.

(5) Waar die hof bevind dat die teenvordering sy regsbevoegdheid oorskry, kan die verweerder onmiddellik of by kennisgewing wat binne 2 dae na sodanige bevinding afgelewer word, aansoek doen om die aksie op te skort.

(6) Indien geen aansoek om opskorting gedoen word nie of, indien dit gedoen is, dit afgewys is, wys die hof op aansoek van die eiser of uit eie beweging 'n teenvordering wat beslis is die regsbevoegdheid van die hof te oorskry, af tensy die verweerder onverwyld kragtens artikel 38 van die Wet van 'n genoegsame deel van sodanige vordering afstand doen om dit binne die regsbevoegdheid van die hof te bring.

(7) Waar sowel die vordering in konvensie as die teenvordering kragtens reël 29 verhoor word, kan elke aksie afsonderlik verhoor word, maar vonnis word gelyktydig ten opsigte van beide gegee.

(8) 'n Teenvordering kan nie deur 'n verweerder in rekonsensie ingestel word nie.

(9) Wanneer 'n aksie teruggetrek, opgeskort, gestaak of afgewys word, kan die teenvordering desnieteenstaande afsonderlik voortgesit word.

REËL 21.

Antwoord.

21. (1) Wanneer die verweer anders as 'n blote ontkenning van een of meer van die bewerings in die dagvaarding is, kan die eiser, binne 7 dae na die aflewering van die verweerskrif of na die aflewering van verdere besonderhede kragtens reël 16 ten opsigte van die verweerskrif, 'n skriftelike verklaring, bekend as 'n antwoord, aflewer.

(2) Die reëls met betrekking tot die verweerskrif is *mutatis mutandis* op die antwoord van toepassing.

(3) As die eiser nie binne die tyd in subreël (1) bepaal 'n antwoord aflewer nie, word geag dat hy al die feitelike bewerings in die verweerskrif ontken.

(4) By die aflewering van 'n antwoord of, waar geen antwoord afgelewer word nie, by verloop van die tydperk wat vir 'n antwoord bepaal is, word die pleitstukke gesluit geag.

REËL 22.

Terolleplasing vir Verhoor.

22. (1) Die verhoor van 'n aksie is onderworpe aan die aflewering deur die eiser, nadat die pleitstukke gesluit is, van 'n kennisgewing van terolleplasing vir verhoor op 'n dag of dae wat deur die klerk van die hof goedgekeur is: Met dien verstande dat indien die eiser nie binne 14 dae nadat die pleitstukke gesluit is kennisgewing van terolleplasing vir verhoor afgelewer het nie, die verweerder dit kan doen.

(2) Die aflewering van sodanige kennisgewing het *ipso facto* die uitwerking dat enige teenvordering deur die verweerder ingestel, terselfdertyd vir verhoor ter rolle geplaas is.

(3) Aflewering van sodanige kennisgewing geskied ten minste 14 dae voor die aldus goedgekeurde dag.

REËL 23.

Blotlegging van Dokumente.

23. (1) Nadat die pleitstukke gesluit is, kan enigeen van die partye 'n kennisgewing aan die ander party aflewer waarin hy aangesê word om 'n lys af te lewer waarin aan-

apply to the court to pronounce that the claim in reconvention exceeds its jurisdiction and to stay the action under section 47 of the Act.

(5) Where the court finds that the claim in reconvention exceeds its jurisdiction, the defendant may forthwith or by notice delivered within 2 days after such finding apply for stay of the action.

(6) If no application for stay be made or, having been made, be dismissed, the court shall on the application of the plaintiff or otherwise of its own motion dismiss a claim in reconvention pronounced to exceed its jurisdiction, unless the defendant shall forthwith abandon under section 38 of the Act sufficient of such claim to bring it within the jurisdiction of the court.

(7) Where both the claim in convention and the claim in reconvention proceed to trial under rule 29 each action may be tried separately, but judgment shall be given on both *pari passu*.

(8) A claim in reconvention may not be made by a defendant in reconvention.

(9) Where an action is withdrawn, stayed, discontinued or dismissed it shall nevertheless be competent to proceed separately with the claim in reconvention.

RULE 21.

Reply.

21. (1) Where the defence is other than a bare denial of one or more of the allegations in the summons, the plaintiff may, within 7 days after the delivery of the plea or after the delivery in terms of rule 16 of further particulars in respect of the plea, deliver a statement in writing to be called a reply.

(2) The rules applicable to the plea shall *mutatis mutandis* apply to the reply.

(3) Where the plaintiff does not within the time specified in subrule (1) deliver a reply, he shall be taken to have denied all the allegations of fact contained in the plea.

(4) Upon the delivery of a reply or, where no reply is delivered, upon the expiration of the period limited for reply, the pleadings shall be deemed to be closed.

RULE 22.

Set-down of Trial.

22. (1) The trial of an action shall be subject to the delivery by the plaintiff, after the pleadings have been closed, of notice of trial for a day or days approved by the clerk of the court: Provided that, if the plaintiff does not within 14 days after the pleadings have been closed deliver notice of trial, the defendant may do so.

(2) The delivery of such notice shall *ipso facto* operate to set down for trial at the same time any claim in reconvention made by the defendant.

(3) Delivery of such notice shall be effected at least 14 days before the day so approved.

RULE 23.

Discovery of Documents.

23. (1) After the close of pleadings either party may deliver a notice to the other party calling on him to deliver a schedule specifying the books and documents

gegee word die boeke en dokumente in sy besit of onder sy beheer wat op die aksie betrekking het en wat hy van voorneme is om in die aksie te gebruik of wat daartoe kan bydra om die saak van die een of die ander party te bewys of te weerlê. Sodanige lys, deur beëdigde verklaring bevestig, word deur die party wat daartoe aangesê is binne 7 dae na aflewering van die voormelde kennisgewing, afgelewer. Indien op privilegie ten opsigte van enige van die boeke of dokumente wat aangegee is, aanspraak gemaak word, moet sodanige boeke of dokumente afsonderlik in die lys aangegee word en die gronde waarop op privilegie ten opsigte van elke boek of dokument aanspraak gemaak word, moet vermeld word.

(2) 'n Boek of dokument wat nie soos voornoemd aangegee is nie, kan nie vir enige doel by die verhoor van die aksie deur die party in wie se besit of onder wie se beheer dit is, sonder verlof van die hof verleen op sodanige voorwaardes met betrekking tot verdagting en koste as wat billik mag wees, gebruik word nie, maar die ander party kan sodanige boek of dokument aanvra en dit by die kruisondervraging van 'n getuie gebruik.

(3) Na kennisgewing moet elke party die ander party onverwyld toelaat om alle boeke en dokumente in te sien wat kragtens subreël (1) blootgelê is of in 'n kragtens subreël (4) afgelewerde kennisgewing aangegee is en afskrifte daarvan te maak en moet onverwyld die ander party van sodanige afskrifte daarvan of uittreksels daaruit as wat versoek mag word, teen vooruitbetaling daarvoor voorsien.

(4) Enigeen van die partye kan, deur 'n kennisgewing om oor te lê, van die ander party vereis om by die verhoor van die aksie die boeke en dokumente aldus blootgelê asook enige ander boeke en dokumente wat in besonderhede aangegee word, oor te lê. Sodanige kennisgewing het die uitwerking van 'n dagvaarding kragtens reël 26 wat betref al sodanige boeke en dokumente wat in die besit of onder die beheer is van die party aan wie aldus kennis gegee is.

REËL 24.

Mediese Ondersoeke, Ondersoek van Voorwerpe, Deskundige Getuienis en Aanbieding as Getuienis van 'n Plan, Tekening, Model of Foto.

24. (1) Behoudens die bepalings van hierdie reël, kan 'n party by verrigtinge waarin vergoeding of skadeloosstelling ten opsigte van beweerde liggaamlike besering gëëis word, van die party wat sodanige vergoeding of skadeloosstelling eis en wie se gezondheidstoestand ter sake is by die vasstelling van sodanige vergoeding of skadeloosstelling, vereis dat hy hom aan 'n ondersoek deur een of meer behoorlik geregistreerde geneeshere onderwerp.

(2) (a) 'n Party wat vereis dat 'n ander party hom aan sodanige ondersoek moet onderwerp, moet 'n kennisgewing aflewer wat die aard van die vereiste ondersoek, die persoon of persone deur wie, die plek waar en die datum (wat minstens 14 dae na die datum van sodanige kennisgewing moet wees) en tyd waarop dit verlang word dat sodanige ondersoek moet plaasvind, vermeld en wat van sodanige ander party vereis dat hy hom aan ondersoek op sodanige plek, datum en tyd moet onderwerp.

(b) Sodanige kennisgewing vermeld dat sodanige ander party sy eie mediese adviseur by sodanige ondersoek teenwoordig mag hê, en word vergesel van 'n remise ten opsigte van die redelike uitgawe wat deur sodanige ander party vir bywoning van die ondersoek aangegaan moet word.

in his possession or under his control which relate to the action and which he intends to use in the action or which tend to prove or disprove either party's case. Such schedule, verified by affidavit, shall be delivered by the party thereto required within 7 days of the delivery of the aforesaid notice. If privilege be claimed for any of the books or documents scheduled, such books or documents shall be separately listed in the Schedule and the ground on which privilege is claimed in respect of each shall be set out.

(2) A book or document not so disclosed may not be used for any purpose on the trial of the action by the party in whose possession or under whose control it is without the leave of the court on such terms as to adjournment and costs as may be just, but the other party may call for and use such book or document in the cross-examination of a witness.

(3) Each party shall, on notice, forthwith allow the other party to inspect and make copies of all books and documents disclosed in terms of subrule (1) or specified in a notice delivered in terms of subrule (4) and shall, on prepayment therefor, forthwith furnish the other party with such copies thereof or extracts therefrom as may be requested.

(4) Either party may, by notice to produce, require the other to produce, on the trial of the action, the books and documents so disclosed and also any other books and documents specified in detail. Such notice shall have the effect of a subpoena under rule 26 as regards all such books or documents as are in the possession or under the control of the party to whom notice is so given.

RULE 24.

Medical Examinations, Inspection of Things, Expert Testimony and Tendering in Evidence any Plan, Diagram, Model or Photograph.

24. (1) Subject to the provisions of this rule, any party to proceedings in which damages or compensation in respect of alleged bodily injury is claimed may require any party claiming such damages or compensation whose state of health is relevant to the determination of such damages or compensation to submit to an examination by one or more duly registered medical practitioners.

(2) (a) Any party requiring another party to submit to such examination shall deliver a notice specifying the nature of the examination required, the person or persons by whom it will be conducted, the place where and the date (being not less than 14 days from the date of such notice) and time it is desired that such examination shall take place and requiring such other party to submit himself for examination at such place, date and time.

(b) Such notice shall state that such other party may have his own medical adviser present at such examination, and shall be accompanied by a remittance in respect of the reasonable expense to be incurred by such other party in attending such examination.

(c) Die bedrag van die uitgawe in paragraaf (b) genoem, word aangebied teen die tarief wat sou geld as sodanige persoon 'n getuie in 'n siviele saak voor die hof was: Met dien verstande dat—

(i) indien sodanige ander party fisies nie daartoe in staat is om op sy eie sodanige ondersoek by te woon nie, die bedrag wat aan hom betaal moet word die koste van motorvervoer moet insluit en, waar nodig, die redelike koste van 'n begeleier,

(ii) as sodanige ander party werklik salaris, loon of ander besoldiging tydens sy afwesigheid uit sy werk sal verloor, hy benewens sy uitgawes op die grondslag van 'n getuie in 'n siviele saak geregtig is om 'n bedrag van hoogstens R6 per dag ten opsigte van die salaris, loon of ander besoldiging wat hy werklik sal verbeur, te ontvang,

(iii) 'n bedrag wat deur 'n party ingevolge hierdie subreël betaal is, koste in die geding is, tensy die hof anders gelas.

(3) (a) 'n Party wat 'n kennisgewing in subreël (2) genoem, ontvang, moet, binne 7 dae na betekening daarvan, die party wat dit aflewer skriftelik in kennis stel van die aard en grond van enige beswaar wat hy mag hê met betrekking tot—

(aa) die aard van die voorgestelde ondersoek;

(bb) die persoon of persone deur wie die ondersoek waargeneem sal word;

(cc) die plek, datum of tyd van die ondersoek;

(dd) die bedrag van die uitgawes hom aangebied,

en moet verder—

(i) as sy beswaar teen die plek, datum of tyd van die ondersoek is, 'n alternatiewe plek, datum of tyd vir die ondersoek voorstel;

(ii) as sy beswaar teen die aangebode bedrag van die uitgawes is, besonderhede gee van die hoër bedrag wat hy nodig het.

(b) As die party wat die kennisgewing ontvang nie sodanige beswaar binne die tydperk in paragraaf (a) genoem, aflewer nie, word geag dat hy tot die ondersoek toegestem het op die voorwaardes wat die party wat die kennis gee, gestel het.

(c) As die party wat sodanige beswaar ontvang van oordeel is dat die beswaar of enige gedeelte daarvan ongegrond is, kan hy by die hof aansoek doen om die voorwaardes te bepaal waarop die ondersoek, indien wel, moet plaasvind.

(4) 'n Party by verrigtinge in subreël (1) genoem, kan te eniger tyd by kennisgewing vereis dat 'n party wat vergoeding of skadeloosstelling eis, soos aldus bedoel, vir sover hy daartoe in staat is, binne 10 dae aan sodanige eersgenoemde party enige mediese verslag, hospitaaloorkondes, X-straal-foto's of ander dergelike dokumentêre inligting wat van belang is by die vasstelling van sodanige vergoeding of skadeloosstelling, beskikbaar moet stel.

(5) As dit uit 'n mediese ondersoek, uitgevoer hetsy by ooreenkoms tussen die partye of ingevolge 'n kennisgewing ingevolge hierdie reël gegee of ingevolge 'n bepaling deur die hof kragtens subreël (3), blyk dat 'n verdere mediese ondersoek deur 'n ander geneesheer nodig of wenslik is ten einde volledige inligting te bekom met betrekking tot aangeleenthede wat ter sake is by die vasstelling van sodanige vergoeding of skadeloosstelling, kan 'n party 'n tweede en finale ondersoek in ooreenstemming met die bepalinge van hierdie reël vereis.

(6) As dit blyk dat die toestand van enige voorwerp van watter aard ookal, hetsy roerend of onroerend, ter sake kan wees by die beslissing van 'n geskilpunt in 'n aksie, kan 'n party daarby in enige stadium daarvan min-

(c) The amount of the expense referred to in paragraph (b) shall be tendered on the scale as if such person were a witness in a civil suit before the court: Provided that—

(i) if such other party is physically incapable of proceeding on his own to attend such examination, the amount to be paid to him shall include the cost of his travelling by motor vehicle and, where required, the reasonable cost of a person attending upon him,

(ii) where such other party will actually forfeit any salary, wage or other remuneration during the period of his absence from work he shall in addition to his expenses on the basis of a witness in a civil case be entitled to receive an amount not exceeding R6 per day in respect of the salary, wage or other remuneration which he will actually forfeit,

(iii) any amount paid by a party in terms of this subrule shall be costs in the cause, unless the court otherwise directs.

(3) (a) Any party receiving a notice referred to in subrule (2) shall, within 7 days of the service thereof, notify the party delivering it in writing of the nature and grounds of any objection which he may have in relation to—

(aa) the nature of the proposed examination;

(bb) the person or persons by whom the examination is to be conducted;

(cc) the place, date or time of the examination;

(dd) the amount of the expenses tendered to him,

and shall further—

(i) in the case of his objection being to the place, date or time of the examination, suggest an alternative place, date or time for the examination;

(ii) in the case of his objection being to the amount of the expenses tendered, furnish particulars of such increased amount as he may require.

(b) If the party receiving the notice does not deliver any such objection within the period referred to in paragraph (a), he shall be deemed to have agreed to the examination upon the terms set forth by the party giving the notice.

(c) If the party receiving such objection is of opinion that the objection or any part thereof is not well-founded he may apply to the court to determine the conditions upon which the examination, if any, is to be conducted.

(4) Any party to proceedings referred to in subrule (1), may at any time by notice require any party claiming any damages or compensation so referred to, to make available, in so far as he is able to do so, to such firstmentioned party within 10 days any medical report, hospital record, X-ray photograph, or other documentary information of a like nature relevant to the assessment of such damages or compensation.

(5) If it appears from any medical examination carried out either by agreement between the parties or in pursuance of any notice given in terms of this rule or any determination made by the court under subrule (3) that any further medical examination by any other medical practitioner is necessary or desirable for the purpose of obtaining full information on matters relevant to the assessment of such damages or compensation, any party may require a second and final examination in accordance with the provisions of this rule.

(6) If it appears that the state or condition of anything of any nature whatsoever whether movable or immovable may be relevant with regard to the decision of any matter at issue in any action, any party thereto may at any stage

stens 10 dae voor die verhoor kennis gee aan die party wat op die toestand van die voorwerp steun of wat sodanige voorwerp in sy besit of onder sy beheer het, om dit vir ondersoek beskikbaar te stel en kan in sodanige kennisgewing van sodanige party vereis dat sodanige voorwerp of 'n billike eksemplaar daarvan vir 'n tydperk van hoogstens 10 dae vanaf die ontvangs van die kennisgewing vir ondersoek beskikbaar bly.

(7) (a) Die party wat versoek word om sodanige voorwerp vir ondersoek beskikbaar te stel, kan van die party wat dit verlang, vereis om die aard van die ondersoek waaraan sodanige voorwerp onderwerp sal word, te vermeld en is nie verplig om sodanige voorwerp daaraan te onderwerp nie indien hy wesenlik benadeel sal word vanweë die uitwerking daarvan op sodanige voorwerp.

(b) As daar 'n geskil ontstaan of die voorwerp aan ondersoek onderwerp moet word, kan enigeen van die partye op aansoek by die hof vermeld dat 'n ondersoek vereis en teen beswaar gemaak is en die hof kan sodanige bevel gee as wat hy billik ag.

(8) 'n Party wat 'n ondersoek ingevolge subreël (1) of (6) vereis, moet—

(a) van die persoon wat die ondersoek doen, vereis om 'n volledige skriftelike verslag van die uitslag van sodanige ondersoek en die bevinding waartoe hy as gevolg daarvan met betrekking tot enige tersaaklike aangeleentheid geraak het, te verstrek;

(b) na ontvangs van sodanige verslag en op versoek, 'n ander party van 'n volledige afskrif daarvan voorsien; en

(c) die koste van die uitvoer van enige sodanige ondersoek dra en sodanige koste maak deel uit van sodanige party se koste.

(9) Behalwe met verlof van die hof of die toestemming van al die partye by die geding, mag niemand 'n persoon as getuie roep om getuienis as 'n deskundige met betrekking tot enige aangeleentheid waarvoor deskundige getuienis aangevoer kan word, af te lê nie, tensy hy—

(a) minstens 10 dae voor die verhoor 'n kennisgewing van sy voorneme om aldus te doen, afgelewer het; en

(b) minstens 7 dae voor die verhoor 'n opsomming van sodanige deskundige se menings en sy redes daarvoor, afgelewer het.

(10) (a) Behalwe met die toestemming van al die ander partye by die geding of met toestemming van die hof, mag geen party by 'n aksie 'n plan, tekening, model of foto as getuienis aanbied nie tensy hy minstens 10 dae voor die verhoor van die aksie elke sodanige ander party kennis gee het van sy voorneme om aldus te doen.

(b) Sodanige kennisgewing moet vermeld dat elke party wat dit ontvang geregtig is om sodanige plan, tekening, model of foto te ondersoek en vereis dat sodanige party, binne 7 dae na ontvangs daarvan, moet aandui of hy enige beswaar daarteen het dat sodanige plan, tekening, model of foto sonder bewys daarvan as getuienis toegelaat word.

(c) As die party wat die kennisgewing ontvang, versuim om binne die tydperk in die kennisgewing vermeld te vermeld of hy beswaar maak teen die aanbieding as getuienis van sodanige plan, tekening, model of foto in die kennisgewing genoem, word sodanige plan, tekening, model of foto, na gelang van die geval, by die blote voorlegging en sonder verdere bewys daarvan as getuienis aanvaar.

(d) As sodanige party beswaar maak teen die toelating as getuienis van sodanige plan, tekening, model of foto,

thereof, not later than 10 days before the hearing, give notice requiring the party relying upon the existence of such state or condition of such thing or having such thing in his possession or under his control to make it available for inspection or examination and may in such notice require such party to have such thing or a fair sample thereof available for inspection or examination for a period not exceeding 10 days from the receipt of the notice.

(7) (a) The party requested to submit such thing for inspection or examination may require the party so requesting to specify the nature of the inspection or examination for which such thing is to be submitted, and shall not be bound to submit such thing therefor if he will be materially prejudiced by reason of the effect thereof upon such thing.

(b) In the event of any dispute whether the thing should be submitted for inspection or examination, either party may on application to the court state that the inspection or examination has been required and objected to and the court may make such order as it may deem just.

(8) Any party causing a medical examination or an inspection or examination to be made in terms of subrule (1) or (6) shall—

(a) cause the person making the medical examination or the inspection or examination to give a full report in writing of the results of such medical examination or inspection or examination, as the case may be, and the opinions that he formed as a result thereof on any relevant matter;

(b) after receipt of such report and upon request, furnish any other party with a complete copy thereof; and

(c) bear the expense of the carrying out of any such medical examination or inspection or examination and such expense shall form part of such party's costs.

(9) No person shall, save with the leave of the court or the consent of all parties to the suit, be entitled to call as a witness any person to give evidence as an expert upon any matter upon which the evidence of expert witnesses may be received, unless he shall—

(a) not less than 10 days before the hearing, have delivered notice of his intention to do so; and

(b) not less than 7 days before the hearing, have delivered a summary of such opinions of such expert and his reasons therefor.

(10) (a) No party to an action shall, except with the consent of all the other parties to the action or with the leave of the court, be entitled to tender in evidence any plan, diagram, model or photograph unless he shall not less than 10 days before the hearing of the action, have given every such other party notice of his intention to do so.

(b) Such notice shall state that every party receiving it shall be entitled to inspect such plan, diagram, model or photograph and shall require such party, within 7 days of the receipt thereof, to state whether he has any objection to such plan, diagram, model or photograph being admitted in evidence without proof.

(c) If the party receiving the notice fails within the period specified in the notice to state whether he objects to the admission in evidence of the plan, diagram, model or photograph referred to in the notice, such plan, diagram, model or photograph, as the case may be, shall be received in evidence upon its mere production and without further proof thereof.

(d) If such party objects to the admission in evidence of such plan, diagram, model or photograph, such plan,

kan sodanige plan, tekening, model of foto, na gelang van die geval, by die verhoor van die aksie bewys word en die party wat die kennisgewing ontvang, kan beveel word om die koste van sodanige bewys te betaal.

REËL 25.

Voorverhoor-Prosedure om Geskilpunte te Formuleer.

25. (1) Die skriftelike versoek in artikel 54 (1) van die Wet genoem, word in tweevoud aan die klerk van die hof gerig waarin die hof versoek word om 'n voor-verhoor-onderhoud te belê en moet in die algemeen die aangeleenthede wat vir oorweging by sodanige onderhoud verlang word, aandui.

(2) Die klerk van die hof lê onverwyld sodanige versoek aan 'n regterlike amptenaar voor wat, indien hy besluit om 'n onderhoud te belê, die klerk van die hof beveel om die vereiste prosesstukke uit te reik.

(3) Die prosesstuk wat die aanwesigheid van die partye of hul regsverteenwoordigers by 'n voorverhoor-onderhoud vereis, is 'n brief wat deur die klerk van die hof onderteken is, tesame met 'n afskrif van die versoek in subreël (1) genoem, indien wel. Sodanige brief word per hand of per aangetekende pos afgelewer minstens 2 dae voor die datum wat vir die onderhoud bepaal is.

REËL 26.

Getuiedagvaardings, Vraagpunte en Getuienisnemende Kommissies.

26. (1) Die geregtelike prosesstuk om iemand te verplig om teenwoordig te wees om getuienis af te lê of om enige boek, stuk of dokument oor te lê, is 'n getuiedagvaarding wat deur die klerk van die hof uitgereik en deur die party wat die aanwesigheid van sodanige persoon verlang, uitgeneem is. In die geval van getuienis by wyse van kommissie afgeneem, word sodanige prosesstuk deur die party wat die aanwesigheid van die getuie verlang, uitgeneem en word deur die kommissaris uitgereik.

(2) Daar word aan die geregsbode (indien die party wat die getuiedagvaarding uitneem, verlang dat dit deur die geregsbode beteken moet word), tesame met die genoemde getuiedagvaarding soveel afskrifte daarvan as wat daar getuies is wat gedagvaar moet word, oorhandig asook sodanige bedrag geld as wat die geregsbode, volgens die oordeel van die party ten behoeve van wie hulle gedagvaar word, aan sodanige getuies as getuiegeld moet betaal of aanbied.

(3) Die hof kan die betekening van enige getuiedagvaarding tersyde stel indien dit blyk dat die getuie aan wie dit beteken is nie 'n redelike tyd verleen is om ter nakoming van die dagvaarding te verskyn nie.

REËL 27.

Terugtrekking, Afwysing en Skikking.

27. (1) Wanneer die dagvaarding nie beteken is nie of die tydperk wat vasgestel is om kennis van voorneme om te verdedig te gee, verstryk het en geen sodanige kennis gegee is nie, kan die eiser die dagvaarding by wyse van kennisgewing aan die klerk van die hof terugtrek.

(2) Behoudens die bepalinge van subreël (1), moet 'n eiser of 'n applikant wat verlang om 'n aksie of aansoek teen al of enigeen van die betrokke partye terug te trek, 'n kennisgewing van terugtrekking aflewer.

(3) 'n Party aan wie 'n kennisgewing van terugtrekking beteken is, kan binne 10 dae daarna by die hof aansoek doen om 'n bevel dat die party wat, soos voornoemd, terugtrek die applikant se koste van die aksie of aansoek wat teruggetrek is, betaal, tesame met die koste om aldus

diagram, model or photograph, as the case may be, may be proved at the hearing of the action and the party receiving the notice may be ordered to pay the costs of such proof.

RULE 25.

Pre-Trial Procedure for Formulating Issues.

25. (1) The request in writing referred to in section 54 (1) of the Act shall be made in duplicate to the clerk of the court requesting the court to call a pre-trial conference and shall indicate generally the matters which it is desired should be considered at such conference.

(2) The clerk of the court shall forthwith place such request before a judicial officer who shall, if he decides to call a conference, direct the clerk of the court to issue the necessary process.

(3) The process for requiring the attendance of parties or their legal representatives at a pre-trial conference shall be by letter signed by the clerk of the court, together with a copy of the request, if any, referred to in subrule (1). Such letter shall be delivered by hand or registered post at least 2 days prior to the date fixed for the said conference.

RULE 26.

Subpoenae, Interrogatories and Commissions de Bene Esse.

26. (1) The process of the court for compelling the attendance of any person to give evidence or to produce any book, paper or document shall be by subpoena issued by the clerk of the court and sued out by the party desiring the attendance of such person. In the case of evidence taken on commission, such process shall be sued out by the party desiring the attendance of the witness and shall be issued by the commissioner.

(2) There shall be handed to the messenger (if the party suing out the subpoena desires it to be served through the messenger) together with the said subpoena so many copies thereof as there are witnesses to be summoned and also such sum of money as the party for whom they are to be summoned considers that the messenger shall pay or offer to the said witnesses for their conduct money.

(3) The court may set aside service of any subpoena if it appears that the witness served was not given reasonable time to enable him to appear in pursuance of the subpoena.

RULE 27.

Withdrawal, Dismissal and Settlement.

27. (1) Where the summons has not been served or the period limited for entry of appearance to defend has expired and no such appearance has been entered, the plaintiff may withdraw the summons by notice to the clerk of the court.

(2) Save as provided by subrule (1), a plaintiff or applicant desiring to withdraw an action or application against all or any of the parties thereto shall deliver notice of withdrawal.

(3) Any party served with notice of withdrawal may within 10 days thereafter apply to the court for an order that the party so withdrawing shall pay the applicant's costs of the action or application withdrawn, together with

aansoek te doen: Met dien verstande dat wanneer die eiser in die kennisgewing van terugtrekking toestem om die koste te betaal, sodanige toestemming die uitwerking het van 'n hofbevel en die klerk van die hof moet op versoek van die verweerder die koste takseer.

(4) 'n Party kan deur aflewering van 'n kennisgewing afstand doen van enige uitdruklik vermelde vordering, eksepsie of verweer deur hom gepleit en sodanige kennisgewing word by die taksasie van koste in aanmerking geneem.

(5) 'n Verweerder kan, as die eiser nie binne 14 dae nadat die pleitstukke gesluit is kennis van verhoor gegee het nie op 'n dag nie later nie as 21 dae daarna of op die vroegste moontlike dag deur die klerk van die hof aangewys, by die hof aansoek doen dat die aksie afgewys word en die hof kan op sodanige aansoek of die aksie met koste afwys of sodanige ander bevel in verband daarmee en in verband met die koste van die aansoek gee as wat billik geag word.

(6) Enigeen van die partye kan te eniger tyd nadat kennis van voorneme om te verdedig gegee is en voor vonnis by die hof aansoek doen om, sonder om vonnis aan te teken, die bepalings van 'n skikking van die aksie waartoe die partye ooreengekom het, aan te teken. As die bepalings van die akte van skikking so vermeld, kan die hof sodanige akte van skikking 'n bevel van die hof maak.

(7) Sodanige aansoek geskied na kennisgewing, behalwe as die aansoek in die hof gedoen word tydens die aanhooring van enige verrigtinge in die aksie waarby die ander party verteenwoordig is of wanneer 'n skriftelike afstandoening (wat in die akte van skikking opgeneem kan word) deur sodanige ander party van kennisgewing van die aansoek aan die hof voorgelê word.

(8) By die aanhoor van die aansoek moet die applikant 'n akte van skikking deur al die partye in die aksie onderteken by die hof indien en, as geen beswaar deur enige ander party daarteen opgewerp word nie, teken die hof aan dat die aksie geskik is ooreenkomstig die bepalings in die akte van skikking vermeld en daarna is alle verdere verrigtinge in die aksie, behoudens soos hieronder bepaal, gestuit.

(9) Wanneer die akte van skikking voorsiening maak vir die toekomstige nakoming deur een of albei partye van bepaalde voorwaardes en dat by nie-nakoming die ander party aansoek kan doen om die aantekening van 'n vonnis in die aksie ooreenkomstig die bepalings van die akte van skikking, kan sodanige ander party te eniger tyd binne 12 maande daarna om die aantekening van sodanige vonnis aansoek doen. Sodanige aansoek geskied na kennisgewing aan die party wat beweer word in verstek te wees, met vermelding van besonderhede van die verbreking van die bepalings van die akte van skikking deur die respondent.

(10) Na aanhoor van die partye, kan die hof—

(a) die aansoek afwys;

(b) vonnis vir die applikant ooreenkomstig die akte van skikking gee;

(c) die akte van skikking tersyde stel en sodanige bevel vir die verdere voortsetting van die aksie gee as wat hy goedvind;

(d) sodanige bevel betreffende die koste van die aansoek gee as wat billik geag word.

REËL 28.

Toetrede van Persone tot enige Verrigtinge.

28. (1) Die hof kan, op aansoek van 'n persoon wat verlang om tot enige verrigtinge toe te tree en wat 'n belang

the costs incurred in so applying: Provided that where the plaintiff in the notice of withdrawal embodies a consent to pay the costs, such consent shall have the force of an order of court and the clerk of the court shall tax the costs on the request of the defendant.

(4) Any party may by delivery of notice abandon any specified claim, exception or defence pleaded by him and such notice shall be taken into consideration in taxing costs.

(5) A defendant may, if the plaintiff has not within 14 days after the pleadings have been closed given notice of trial either for a day not more than 21 days distant or for the first day obtainable from the clerk of the court, apply to the court to dismiss the action and the court may on such application either dismiss the action with costs or make such other order in regard thereto and as to the costs of the application as may be just.

(6) Application may be made to the court by any party at any time after entry of appearance and before judgment to record the terms of any settlement of an action without entry of judgment agreed to by the parties. If the terms of settlement so provide, the court may make such settlement an order of court.

(7) Such application shall be on notice, except when the application is made in court during the hearing of any proceeding in the action at which the other party is represented or when a written waiver (which may be included in the statement of the terms of settlement) by such other party of notice of the application is produced to the court.

(8) At the hearing of the application the applicant shall lodge with the court a statement of the terms of settlement signed by all parties to the action and, if no objection thereto be made by any other party, the court shall note that the action has been settled on the terms set out in the statement and thereupon all further proceedings in the action shall, save as hereinafter provided, be stayed.

(9) When the terms of settlement provide for the future fulfilment by one or both parties of stated conditions and that in default of fulfilment the entry of a judgment in the action in terms specified in the statement may be sought by the other party, such other party may at any time within 12 months thereafter apply for the entry of such judgment. Such application shall be on notice to the party alleged to be in default, setting forth particulars of the breach by the respondent of the terms of settlement.

(10) After hearing the parties the court may—

(a) dismiss the application;

(b) give judgment for the applicant as specified in the terms of settlement;

(c) set aside the settlement and give such directions for the further prosecution of the action as it may deem fit;

(d) make such order as may be just as to the costs of the application.

RULE 28.

Intervention of Persons in any Proceedings.

28. (1) The court may, on application by a person desiring to intervene in any proceedings and having an

daarin het, verlof aan sodanige persoon verleen om op sodanige voorwaardes as wat billik geag word, toe te tree.

(2) Die hof kan, op aansoek van 'n party by enige ver- rigtinge, beveel dat iemand anders bygevoeg word as 'n eiser of applikant of as 'n verweerder of respondent op sodanige voorwaardes as wat billik geag word.

REËL 29.

Verhoor.

29. (1) Tensy die hof anders gelas, vind die verhoor van 'n aksie plaas in die hofgebou vanwaar die dagvaar- ding uitgereik is.

(2) 'n Getuie wat nie 'n party in die aksie is nie, kan deur die hof gelas word—

(a) om die hof te verlaat totdat sy getuienis nodig is of nadat sy getuienis afgeleë is; of

(b) om in die hof te bly nadat sy getuienis afgeleë is totdat die verhoor beëindig is of verdaag word.

(3) Die hof kan, voordat hy tot die afneem van getuie- nis oorgaan, die partye gelas om kortliks die feitlike of regskwessies wat in geskil is, uiteen te sit en kan die geskil- punte aldus uiteengesit, notuleer.

(4) Wanneer dit volgens die pleitstukke vir die hof blyk dat daar verskeie feitlike geskilpunte is en die hof van oordeel is dat die beslissing van enigen van sodanige geskilpunte die hele saak kan afhandel, kan hy van die partye verlang dat hulle daardie geskilpunt behandel alvorens met die ander geskilpunte voortgegaan word en die hof kan vervolgens finaal uitspraak doen sonder om sodanige ander geskilpunte te behandel.

(5) As die vraag in geskil 'n regspraak is en die partye ten opsigte van die feite ooreenstem, kan die feite in die hof, hetsy mondeling of by wyse van skriftelike verkla- ring, deur die partye erken en deur die hof genotuleer word en vonnis kan daarop sonder verdere getuienis gegee word.

(6) Wanneer regspraak en feitlike geskilpunte in dieselfde aksie ontstaan en die hof van oordeel is dat die saak op die regspraak alleen afgehandel kan word, kan die hof van die partye verlang dat hulle net daardie vrae beredeneer en kan sy beslissing daarop gee alvorens getuienis ten opsigte van die feitlike geskilpunte afgeneem word en kan finaal uitspraak doen sonder om die feitlike geskilpunte te behandel.

(7) (a) Indien die bewyslas volgens die pleitstukke op die eiser rus, voer hy sy getuienis eerste aan.

(b) Indien absolusie van die instansie nie dan beveel word nie, voer die verweerder sy getuienis aan.

(8) Wanneer sodanige bewyslas op die verweerder rus, voer die verweerder sy getuienis eerste aan en, indien nodig, voer die eiser sy getuienis daarna aan.

(9) (a) Wanneer die bewyslas ten opsigte van een of meer van die geskilpunte op die eiser rus en ten opsigte van ander op die verweerder rus, voer die eiser eers sy getuienis aan ten opsigte van geskilpunte waarvan die bewyslas op hom rus en kan dan sy saak sluit, en die ver- weerder voer dan sy getuienis ten opsigte van al die geskil- punte aan.

(b) Indien die eiser ten aansien van geskilpunte waar- van die bewyslas op die verweerder rus geen getuienis aangevoer het nie (uitgesonderd dié waartoe hy verplig was deur sy getuienis ten aansien van die geskilpunte waarvan die bewyslas op hom rus), is hy geregtig om dit te doen nadat die verweerder sy saak gesluit het. As hy sodanige getuienis aangevoer het, het hy nie so 'n reg nie.

(10) Ingeval van 'n geskil wat betref die party op wie die bewyslas rus, gelas die hof watter party eerste getuie- nis moet aanvoer.

interest therein, grant leave to such person to intervene on such terms as may be just.

(2) The court may, on application by any party to any proceedings, order that another person shall be added either as a plaintiff or applicant or as a defendant or respondent on such terms as may be just.

RULE 29.

Trial.

29. (1) Unless the court shall otherwise order, the trial of an action shall take place at the court-house from which the summons was issued.

(2) A witness who is not a party to the action may be ordered by the court—

(a) to leave the court until his evidence is required or after his evidence has been given; or

(b) to remain in court after his evidence has been given until the trial is terminated or adjourned.

(3) The court may, before proceeding to hear evidence, require the parties to state shortly the issues of fact or questions of law which are in dispute and may record the issues so stated.

(4) Where upon the pleadings it appears to the court that there are several issues of fact and the court is of opinion that the determination of any one of such issues would dispose of the whole case it may require the parties to deal with that issue before proceeding with the other issues and the court may thereupon give final judgment without dealing with such other issues.

(5) If the question in dispute is a question of law and the parties are agreed upon the facts, the facts may be admitted in court, either *viva voce* or by written state- ment, by the parties and recorded by the court and judg- ment may be given thereon without further evidence.

(6) When questions of law and issues of fact arise in the same case and the court is of opinion that the case may be disposed of upon the questions of law only, the court may require the parties to argue upon those ques- tions only and may give its decision thereon before taking evidence as to the issues of fact and may give final judg- ment without dealing with the issues of fact.

(7) (a) If on the pleadings the burden of proof is on the plaintiff he shall first adduce his evidence.

(b) If absolution from the instance is not then decreed, the defendant shall then adduce his evidence.

(8) Where such burden of proof is on the defendant, the defendant shall first adduce his evidence, and if necessary the plaintiff shall thereafter adduce his evidence.

(9) (a) Where the burden of proving one or more of the issues is on the plaintiff and that of proving others is on the defendant, the plaintiff shall first call his evidence on any issues proof whereof is upon him, and may then close his case, and the defendant shall then call his evi- dence on all the issues.

(b) If the plaintiff has not called any evidence (other than that necessitated by his evidence on the issues proof whereof is on him) on any issues proof whereof is on the defendant, he shall have the right to do so after defendant has closed his case. If he has called any such evidence, he shall have no such right.

(10) In a case of dispute as to the party upon whom the burden of proof rests, the court shall direct which party shall first adduce evidence.

(11) 'n Party kan, met verlof van die hof, te eniger tyd voor vonnis verdere getuienis aanvoer, maar sodanige verlof word nie verleen nie indien dit vir die hof blyk dat sodanige getuienis doelbewus uit sy behoorlike volgorde agterweë gehou is.

(12) Die hof kan te eniger tyd voor vonnis, op aansoek van 'n party of uit eie beweging, 'n getuie vir verdere ondervraging terugroep.

(13) 'n Getuie kan deur die hof sowel as deur die partye ondervra word.

(14) Nadat die getuienis ten behoeve van beide partye aangevoer is, kan die party wat eerste getuienis aangevoer het die hof eerste toespreek en daarna die ander party, en die party wat eerste getuienis aangevoer het, kan antwoord.

(15) Wanneer die hof die afneem van die getuienis van 'n getuie by wyse van vraagpunte gemagtig het, word sodanige vraagpunte binne 4 dae na die bevel, en kruisvraagpunte binne 4 dae daarna, ingedien.

REËL 30.

Notule van Verrigtinge in Siviele Saak.

30. (1) Notule word onverwyld gehou van—

- (a) enige vonnis deur die hof gegee;
- (b) enige mondelinge getuienis in die hof afgelê;
- (c) enige beswaar wat teen getuienis wat toegelaat of aangebied is, opgewerp is; en
- (d) die verrigtinge van die hof in die algemeen, met inbegrip van die notule van enige inspeksie ter plaatse.

(2) Die hof merk ook elke stuk wat as bewysstuk ingedien word en teken sodanige merk in die notule aan.

(3) Voornoemde notule en merk kan deur die klerk van die hof gehou en aangebring word en, behoudens die geval waar dit deur die klerk van die hof, of soos hieronder bepaal, gehou en aangebring word, word dit deur die voorsittende regterlike amptenaar gehou en aangebring.

(4) Die hof kan hetsy in die algemeen of in die besonder vir doeleindes van enige besondere geval gelas dat die beredenering van die partye, mondelinge getuienis, enige eksepsie of beswaar wat gedurende die verloop van die verrigtinge geopper is, die beslissings en vonnis van die hof en sodanige ander gedeelte van die verrigtinge as wat die hof in die besonder aandui, in snelskrif (hieronder ook as snelskrifaantekeninge beskryf) of meganies afgeneem word.

(5) (a) Elke persoon wat in diens geneem is om snelskrifaantekeninge af te neem of vir die transkripsie van aantekeninge deur 'n ander persoon aldus afgeneem, word geag 'n amptenaar van die hof te wees en moet voor aanvaarding van sy ampspligte skriftelik 'n eed of 'n plegtige verklaring voor 'n regterlike amptenaar aflê soos volg:

„Ek
verklaar onder eed/plegtig en opreg dat ek getrou, noukeurig en na my beste vermoë die verrigtinge in enige saak waarin ek as amptenaar van die hof in diens geneem is in snelskrif/meganies sal afneem, soos deur die regterlike amptenaar gelas, en dat ek insgelyks, indien daartoe gelas, dit sal transkribeer of, sover dit in my vermoë is, enige ander aantekeninge deur 'n amptenaar van die hof afgeneem/op meganiese wyse afgeneem, sal transkribeer.”

(b) Sodanige eed of verklaring word afgeneem op die wyse soos vir die afneem van 'n eed of verklaring voorgeskryf.

(6) (a) Snelskrifaantekeninge aldus afgeneem word deur die snelskrywer as juis gewaarmerk en deur die klerk van die hof by die notule van die saak bewaar.

(11) Any party may, with the leave of the court, adduce further evidence at any time before judgment; but such leave shall not be granted if it appears to the court that such evidence was intentionally withheld out of its proper order.

(12) The court may at any time before judgment, on the application of any party or of its own motion, recall any witness for further examination.

(13) Any witness may be examined by the court as well as by the parties.

(14) After the evidence on behalf of both parties has been adduced the party who first adduced evidence may first address the court and thereafter the other party, and the party who first adduced evidence may reply.

(15) Where the court has authorised the evidence of any witness to be taken on interrogatories, such interrogatories shall be filed within 4 days of the order and cross-interrogatories within 4 days thereafter.

RULE 30.

Record of Proceedings in Civil Matters.

30. (1) Minutes of record shall forthwith be made of—

- (a) any judgment given by the court;
- (b) any *viva voce* evidence given in court;
- (c) any objection made to any evidence received or tendered; and
- (d) the proceedings of the court generally, including the record of any inspection *in loco*.

(2) The court shall also mark each document put in in evidence and note such mark on the record.

(3) Such minutes and marks may be made by the clerk of the court and, save where made by the clerk of the court, or as hereinafter provided, they shall be made by the presiding judicial officer.

(4) The court may direct either generally or specially for the purposes of any particular matter that the addresses of the parties, *viva voce* evidence given, any exception or objection taken during the course of the proceedings, the rulings and judgment of the court and such other portion of the proceedings as the court may specially indicate, be noted in shorthand (hereinafter also referred to as 'shorthand notes') or recorded by mechanical means.

(5) (a) Every person employed for the taking of shorthand notes or for the transcription of notes so taken by another person shall be deemed to be an officer of the court and shall before entering on his duties in writing take an oath or make an affirmation before a judicial officer in the following form:—

“I,, swear/solemnly and sincerely affirm and declare that I will faithfully, accurately and to the best of my ability take down in shorthand/cause to be recorded by mechanical means, as directed by the judicial officer, the proceedings in any case in which I may be employed thereto as an officer of the court and that I will similarly, when required to do so, transcribe the same or, as far as I am able to do so, any other notes taken by any officer of the court/recorded by mechanical means.”

(b) Such oath or affirmation shall be administered in the manner prescribed for the taking of an oath or affirmation.

(6) (a) Shorthand notes so taken shall be certified as correct by the shorthand writer and filed with the record of the case by the clerk of the court.

(b) Behoudens die bepalings van subreël (7), word geen sodanige snelskrifaantekeninge getranskribeer nie tensy 'n regterlike amptenaar dit gelas.

(c) Die oorskrif van enige snelskrifaantekeninge aldus getranskribeer, word as juis gewaarmerk deur die persoon wat dit afneem en word by die stukke in die saak bewaar.

(7) (a) In enige geval waar geen transkripsie ingevolge subreël (6) gelas is nie, kan enigiemand by kennisgewing aan die klerk van die hof 'n transkripsie versoek van enige snelskrifaantekeninge wat uit hoofde van 'n lasgewing kragtens subreël (4) afgeneem is en betaal 'n bedrag van 20c vir elke 100 woorde of gedeelte daarvan vir sodanige transkripsie.

(b) Een afskrif van die oorskrif van sodanige snelskrifaantekeninge word gratis aan die persoon verskaf op wie se versoek die transkripsie gedoen is.

(c) Die oorspronklike afskrif van die oorskrif van enige snelskrifaantekeninge in paragraaf (a) genoem, word as juis gewaarmerk deur die persoon wat dit maak en word by die stukke in die saak bewaar.

(d) 'n Bedrag wat genoegsaam is om die moontlike geld wat kragtens paragraaf (a) betaalbaar is, te dek, word vooruit by die klerk van die hof gedeponeer.

(8) Behoudens die bepalings van subreël (11), word enige snelskrifaantekeninge wat uit hoofde van 'n lasgewing kragtens subreël (4) afgeneem is, en enige oorskrif daarvan, as juis gewaarmerk, as juis geag en maak deel uit van die betrokke verrigtinge.

(9) Behoudens die bepalings van subreël (7) (b), kan 'n afskrif van 'n oorskrif wat gelyktydig met die transkripsie van enige snelskrifaantekeninge gemaak is, by aansoek aan die klerk van die hof, aan enigiemand verskaf word teen betaling van 'n geld van—

(a) in die geval van 'n afskrif van 'n oorskrif in subreël (6) genoem, 10c vir elke 100 woorde of gedeelte daarvan;

(b) in die geval van 'n afskrif van 'n oorskrif in subreël (7) genoem, 2c vir elke 100 woorde of gedeelte daarvan.

(10) Enige verwysing in hierdie reël na snelskrifaantekeninge of na 'n transkripsie of oorskrif van sodanige aantekeninge, of na 'n afskrif van sodanige oorskrif, of na 'n persoon wat in diens geneem is om sodanige aantekeninge af te neem of na 'n persoon wat sodanige aantekeninge transkribeer, word ook uitgelê as 'n verwysing na 'n notule van verrigtinge op meganiese wyse afgeneem, na 'n transkripsie of oorskrif van sodanige notule, of na 'n afskrif van sodanige oorskrif, na 'n persoon wat in diens geneem is vir die afneem van sodanige meganiese notule, of na 'n persoon wat sodanige notule transkribeer, na gelang van die geval.

(11) 'n Party kan, nie later as 7 dae na vonnis nie, of waar die verrigtinge in snelskrif of meganies afgeneem is, binne 7 dae nadat hy deur die klerk van die hof in kennis gestel is dat die transkripsie van die snelskrifaantekeninge of meganiese notule voltooi is, by die hof aansoek doen om enige foute in die notule van sodanige verrigtinge of in die transkripsie van sodanige snelskrifaantekeninge of meganiese notule te verbeter en die hof kan dan sodanige foute verbeter.

(12) Indien alle partye wat geraak word voor die aanhoor van die aansoek 'n toestemming tot die angevraagde verbeterings indien, word die koste van sodanige aansoek nie toegestaan nie; anders is koste volgens die diskresie van die hof.

(b) Subject to the provisions of subrule (7), no such shorthand notes shall be transcribed unless a judicial officer so directs.

(c) The transcript of any shorthand notes so transcribed shall be certified as correct by the person making it and shall be filed with the record.

(7) (a) In any case in which no transcription was ordered in terms of subrule (6), any person may on notice to the clerk of the court request a transcription of any shorthand notes taken by virtue of a direction given under subrule (4) and shall pay a fee of 20 cents for every 100 words or part thereof for such transcription.

(b) One copy of the transcript of such shorthand notes shall be supplied, free of charge, to the person at whose request the transcription was made.

(c) The original copy of the transcript of any shorthand notes referred to in paragraph (a), shall be certified as correct by the person making it and shall be filed with the record of the case.

(d) A sum sufficient to cover the approximate fee payable under paragraph (a) shall be deposited with the clerk of the court in advance.

(8) Subject to the provisions of subrule (11), any shorthand notes taken by virtue of a direction made under subrule (4), and any transcript thereof, certified as correct, shall be deemed to be correct and shall form part of the record of the proceedings in question.

(9) Subject to the provisions of subrule (7) (b), a copy of any transcript made simultaneously with the transcription of any shorthand notes may, upon application to the clerk of the court, be supplied to any person upon payment of a fee of—

(a) in the case of a copy of a transcript referred to in subrule (6), 10 cents for every 100 words or part thereof;

(b) in the case of a copy of a transcript referred to in subrule (7), 2 cents for every 100 words or part thereof.

(10) Any reference in this rule to shorthand notes or to a transcription or transcript of such notes, or to a copy of such transcript, or to a person employed for the taking of such notes, or to a person transcribing such notes, shall be construed also as a reference to a record of proceedings made by mechanical means, to a transcription or transcript of such record, or to a copy of such transcript, to a person employed for the making of such mechanical record, or to a person transcribing such record, as the case may be.

(11) Any party may, not later than 7 days after judgment, or where the proceedings have been noted in shorthand or by mechanical means, within 7 days after having been notified by the clerk of the court that the transcript of the shorthand notes or mechanical record has been completed, apply to the court to correct any errors in the minutes of such proceedings or in the transcript of such shorthand notes or mechanical record and the court may then correct any such errors.

(12) If, before the hearing of the application, all parties affected file a consent to the corrections claimed, no costs of such application shall be allowed; otherwise, costs shall be in the discretion of the court.

REËL 31.

Verdaging en Uitstel

31. (1) Die verhoor van 'n aksie of die aanhoor van 'n aansoek of aangeleentheid kan met toestemming van die partye of deur die hof, hetsy op aansoek of uit eie beweging, verdaag of uitgestel word.

(2) Wanneer sodanige verdaging of uitstel onbepaald geskied, kan enigeen van die partye deur die aflewering van 'n kennisgewing van herterolpleasing die aksie, aansoek of aangeleentheid vir verdere verhoor of aanhoring op 'n dag in die algemeen of in die besonder deur die klerk van die hof bepaal, nie vroeër as 7 dae na die aflewering van sodanige kennisgewing nie, ter rolle plaas.

(3) 'n Verdaging of uitstel geskied op sodanige voorwaardes betreffende koste en andersins as waartoe die partye ooreenkom of soos die hof mag beveel.

REËL 32.

Nie-verskyning van 'n Party—Terugtrekking en Afwysing.

32. (1) Indien 'n eiser of applikant nie op die tyd wat vir die verhoor van die aksie of die aanhoor van die aansoek vasgestel is, verskyn nie, kan die aksie of aansoek met koste afgewys word.

(2) Indien 'n verweerder of respondent nie aldus verskyn nie, kan 'n vonnis (wat die gevorderde regshulp nie oorskry nie) met koste teen hom gegee word.

(3) Die terugtrekking of afwysing van 'n aksie of 'n bevel van absolusie van die instansie is nie 'n verweer teen 'n later aksie nie, maar as 'n later aksie met betrekking tot dieselfde of wesenlik dieselfde skuldoorsaak ingestel word voordat die koste wat by sodanige terugtrekking, afwysing of bevel van absolusie toegeken is, betaal is, kan die hof op aansoek, as hy dit goed ag en as sodanige koste getakseer is en daar is op betaling daarvan aangedring, beveel dat sodanige latere aksie opgeskort word totdat sodanige koste betaal word en dat die eiser die koste van sodanige aansoek moet betaal.

REËL 33.

Koste.

33. (1) Die hof kan, wanneer hy 'n vonnis of 'n bevel gee, met inbegrip van enige verdaging of wysiging, sodanige koste as wat hy billik ag, toeken en kan in die geval van 'n verdaging sonder dat getuienis afgeneem is of argumente aangehoor is as advokaatsgelde 'n aanvuller soos in item 46 van Deel IV van Tabel A van Bylae 2 genoem, toeken.

(2) Die koste van 'n aansoek of bevel of geskilpunt wat uit die pleitstukke ontstaan, kan—

(a) deur die hof toegeken word afgesien van die vonnis in die aksie; of

(b) koste in die aksie verklaar word; of

(c) voorbehou word vir oorweging aan die einde van die aksie,

maar as geen bevel gegee word nie, is sodanige koste in die aksie.

(3) Tensy die hof om goeie redes anders beveel, word die koste van tussentydse bevels nie voor die einde van die geding getakseer nie en 'n party kan slegs een kosterekening vir taksasie tot en met die vonnis of ander afsluiting van die aksie voorle.

(4) Wanneer 'n vonnis of bevel vir koste teen twee of meer persone gegee word, geld dit, tensy die teendeel vermeld word, teen sodanige persone afsonderlik sowel as gesamentlik.

RULE 31.

Adjournment and Postponement.

31. (1) The trial of an action or the hearing of an application or matter may be adjourned or postponed by consent of the parties or by the court, either on application or of its own motion.

(2) Where such an adjournment or postponement is made *sine die*, any party may by delivery of notice of reinstatement set down the action, application or matter for further trial or hearing on a day generally or specially fixed by the clerk of the court, not earlier than 7 days after delivery of such notice.

(3) Any adjournment or postponement shall be on such terms as to costs and otherwise as the parties may agree to or as the court may order.

RULE 32.

Non-appearance of a Party—Withdrawal and Dismissal.

32. (1) If a plaintiff or applicant does not appear at the time appointed for the trial of the action or the hearing of the application, the action or application may be dismissed with costs.

(2) If a defendant or respondent does not so appear, a judgment (not exceeding the relief claimed) may be given against him with costs.

(3) The withdrawal or dismissal of an action or a decree of absolution from the instance shall not be a defence to any subsequent action, but if a subsequent action is brought for the same or substantially the same cause of action before payment of the costs awarded on such withdrawal, dismissal or decree of absolution, the court may on application, if it thinks fit and if the said costs have been taxed and payment thereof has been demanded, order a stay of such subsequent action until such costs shall be paid and that the plaintiff shall pay the costs of such application.

RULE 33.

Costs.

33. (1) The court in giving judgment or in making any order, including any adjournment or amendment, may award such costs as may be just and may, in the case of any adjournment without evidence being taken or argument heard, also award as counsel's fee payment of a refresher fee referred to in item 46 of Part IV of Table A of Annexure 2.

(2) The costs of any application or order or issue raised by the pleadings may—

(a) be awarded by the court irrespective of the judgment in the action; or

(b) may be made costs in the action; or

(c) may be reserved to be dealt with on the conclusion of the action,

but if no order is made, such costs shall be costs in the action.

(3) Unless the court shall for good cause otherwise order, costs of interim orders shall not be taxed until the conclusion of the action, and a party may present only one bill for taxation up to and including the judgment or other conclusion of the action.

(4) Where a judgment or order for costs is made against 2 or more persons it shall, unless the contrary is stated, have effect against such persons severally as well as jointly.

(5) (a) Die tarief van gelde wat prokureurs tussen party en party kan bereken, is—

(i) die tarief in Tabel A van Bylae 2 uiteengesit benewens noodsaaklike uitgawes;

(ii) met betrekking tot verrigtinge kragtens artikels 65 en 72 van die Wet asook alle aangeleenthede ondergeskik daaraan, die tarief onderskeidelik in Deel I en II van Tabel B van genoemde Bylae uiteengesit; en

(iii) met betrekking tot verrigtinge kragtens artikel 74 van die Wet asook alle aangeleenthede ondergeskik daaraan, die tarief in Deel III van Tabel B van genoemde Bylae uiteengesit.

(b) Die tarief van gelde soos in paragraaf (a) (iii) van hierdie subreël genoem, is ook die tarief van gelde wat tussen prokureur en klient met betrekking tot verrigtinge kragtens artikel 74 van die Wet bereken word.

(6) Behalwe wat verskyning in die ope hof sonder 'n advokaat betref, is voornoemde gelde geoorloof ongeag of die werk deur die prokureur of sy klerk gedoen is, maar is, behalwe in die geval van die gelde in paragraaf 13 van die algemene bepalinge onder Tabel A van Bylae 2 vermeld, geoorloof slegs vir sover die werk waarvoor sodanige gelde toegewys is inderdaad en noodsaaklikerwys verrig is.

(7) Die voorsittende landdros by siviele verrigtinge wat 'n uur of langer duur, moet ten opsigte van elke dag wat die verrigtinge duur in die notule van die verrigtinge aanteken—

(a) die uur van die dag waarop die verrigtinge werklik 'n aanvang geneem en ten einde geloop het; en

(b) die uur van die dag waarop elke verdagting daardie dag 'n aanvang geneem en ten einde geloop het.

(8) Die hof kan op versoek wat gedoen is by of onmiddellik nadat vonnis gegee is in enige bestrede aksie of verrigting waarin—

(a) dit gaan oor 'n moeilike regsvraag of feitekweesie; of

(b) die eiser twee of meer vorderings wat nie in die alternatief is nie, instel; of

(c) die vordering of verweer beuselagtig of kwelsugtig is,

koste op 'n hoër skaal as dié waarop die koste van die aksie andersins takseerbaar sou wees, toeken.

(9) Wanneer dit in enige verrigtinge onmoontlik is vir 'n party om die dienste van 'n plaaslike prokureur te verkry, kan hy die naaste beskikbare of 'n ander prokureur aanstel, en by bewyslewing daarvan kan die hof, indien koste aan hom toegeken word, beveel dat sodanige koste die redelike reiskoste van sodanige prokureur moet insluit asook 'n spesiale toelae wat 10 rand vir elke dag wat sodanige prokureur van sy gewone besigheidsplek afwesig is, nie te bowe gaan nie: Met dien verstande dat as die prokureur wat aangestel is nie die naaste beskikbare prokureur is nie, die reiskoste en die spesiale toelae wat aldus toegeken is nie die koste en toelae wat toegeken sou gewees het as die naaste beskikbare prokureur aangestel was, moet oorskry nie.

(10) Wanneer die hof van oordeel is dat die party aan wie koste toegeken word by die verhoor of ten opsigte van aangeleenthede wat nie met betrekking tot die geskildpunt ter sake is nie onnodig tyd verkwis het, kan die hof hom 'n eweredige gedeelte van die verhoorgelde wat aan sy prokureur of advokaat betaalbaar is, ontsê.

(11) Die hof kan na goeddunke beveel dat al die koste van 'n aksie (met inbegrip van die koste van 'n teenvordering) deur die partye in die verhouding deur die hof voorgeskryf, betaal word.

(5) (a) The scale of fees to be taken by attorneys as between party and party shall—

(i) be that set out in Table A of Annexure 2 in addition to the necessary expenses;

(ii) in relation to proceedings under sections 65 and 72 of the Act and all matters ancillary thereto be that set out in Parts I and II respectively of Table B of the said annexure; and

(iii) in relation to proceedings under section 74 of the Act and all matters ancillary thereto be that set out in Part III of Table B of the said annexure.

(b) The scale of fees referred to in paragraph (a) (iii) of this subrule shall also be the scale of fees to be taken between attorney and client in relation to proceedings under section 74 of the Act.

(6) Save as to appearance in open court without counsel, such fees shall be allowable whether the work has been done by the attorney or by his clerk, but shall, except in the case of the fee referred to in paragraph 13 of the general provisions under Table A of Annexure 2, be allowable only in so far as the work to which such fees have been allocated has in fact and necessarily been done.

(7) The magistrate presiding over any civil proceedings which last for the period of 1 hour or longer, shall note on the record of the proceedings in respect of each day thereof—

(a) the time of the day when the proceedings actually commenced and actually ended; and

(b) the time of the day of the commencement and conclusion of each adjournment on that day.

(8) The court may on request made at or immediately after the giving of judgment in any contested action or proceeding in which—

(a) is involved any difficult question of law or of fact; or

(b) the plaintiff makes two or more claims which are not alternative claims; or

(c) the claim or defence is frivolous or vexatious, award costs on any scale higher than that on which the costs of the action would otherwise be taxable.

(9) Where in any proceedings it is impossible for a party to obtain the services of a local attorney, he may employ the nearest available or some other attorney, and upon proof thereof the court may, if costs are awarded to him, order that such costs shall include the reasonable travelling expenses of such attorney and also a special allowance not exceeding 10 rand for each day's absence from such attorney's usual place of business: Provided that if the attorney employed be not the nearest available attorney, the travelling expenses and special allowance so allowed shall not exceed the expenses and allowance which would have been allowed if the nearest available attorney had been employed.

(10) Where the court is of opinion that at the hearing the party to whom costs are awarded has occupied time unnecessarily or in relation to matters not relevant to the issue, the court may disallow a proportionate part of the hearing fee payable to his attorney or counsel.

(11) The court may in its discretion order that the whole of the costs of an action (including the costs of any claim in reconvention) be paid by the parties in such proportions as it may direct.

(12) Wanneer die hof van oordeel is dat koste onnodig aangegaan is vanweë die suksesvolle party se versuim om 'n gedragsslyn te volg wat die verrigtinge sou verkort en die koste sou verminder, ken die hof alleen sodanige koste toe as wat aangegaan sou gewees het indien die suksesvolle party sodanige gedragsslyn gevolg het.

(13) Wanneer koste in konvensie en rekonvensie aan verskillende partye toegeken word, ken die klerk van die hof by taksasie, behoudens enige bevel deur die hof gegee, as koste in konvensie al sodanige koste as wat na sy oordeel aangegaan sou gewees het as geen teenvordering ingestel was nie, toe en as koste in rekonvensie alle ander koste wat toegeken is.

(14) (a) Die koste vir die uitreiking van 'n lasbrief vir ekskusie of arres word, waar dit betaalbaar is deur die party teen wie die lasbrief uitgereik is, sonder kennisgewing deur die klerk van die hof vasgestel en op die lasbrief aangeteken.

(b) Die koste wat deur die vonnisskuldenaar ten opsigte van enige verrigtinge kragtens artikel 65 of 72 van die Wet betaalbaar is, word deur die vonnisskuldeiser of sy prokureur op die voor- of agterkant van enige prosesstuk wat kragtens enigeen van daardie artikels uitgereik is, ingevoeg en deur die klerk van die hof voor uitreiking vasgestel.

(c) Die klerk van die hof kan weier om prosesstukke kragtens artikel 65 of 72 van die Wet, waarin die koste wat ingevoeg is nie volgens die tarief is nie, uit te reik.

(15) Getuiegelde en -uitgawes word ten opsigte van 'n party in die aksie of verrigting se bywoning van die verhoor toegeken slegs as die hof verklaar het dat daardie party 'n noodsaaklik getuie is.

(16) Wanneer koste of uitgawes deur die hof aan 'n party toegeken is, anders as by wyse van 'n vonnis weens verweerder se versuim om kennis van voorneme om te verdedig te gee of die verweerder se toestemming tot vonnis voordat die tyd vir sodanige kennisgewing verstryk het, moet die party aan wie sodanige koste of uitgawes toegeken is 'n kosterekening van sodanige koste of uitgawes aflewer en ten minste 2 dae kennis van taksasie gee vir 'n uur (in die algemeen of in die besonder) deur die klerk van die hof vasgestel word en hy kan in sodanige kosterekening al die betalings wat noodsaaklikerwys en behoorlik deur hom gedoen is, insluit.

(17) Die klerk van die hof moet vervolgens die koste en uitgawes aldus toegeken, takseer en toelaat: Met dien verstande dat getuiegelde nie by taksasie toegelaat word nie tensy dit behoorlik gestaaf is.

(18) Wanneer meer as een-kwart van die kosterekening (uitgesonderd uitgawes) afgetakseer word, word geen taksasiekoste aan die party wat die rekening voorlê, toegestaan nie.

(19) Wanneer taksasie van 'n prokureur-en-kliënt-kosterekening vereis word, geskied taksasie na nie minder as 2 dae kennisgewing daarvan aan die prokureur of kliënt nie hetsy 'n aksie ten opsigte daarvan hangend is of nie: Met dien verstande dat, ondanks die bepalinge van subreël (3), 'n prokureur-en-kliënt-kosterekening te eniger tyd na beëindiging van die opdrag getakseer kan word.

(20) Wanneer aanspreeklikheid vir koste sonder vonnis van die hof uit hoofde van die bepalinge van reël 18 (5) of 'n skikkingsakte kragtens reël 27 (8) aangeteken, vasgestel word, word sodanige koste deur die klerk van die hof getakseer asof dit deur die hof toegeken was.

(21) As die party wat kennis van taksasie gee versuim om op die tyd wat vir taksasie vasgestel is, te verskyn, kan sodanige kosterekening in sy afwesigheid getakseer word maar sodanige party is nie op taksasiekoste geregtig nie.

(12) Where the court is of opinion that expense has been unnecessarily incurred because of the successful party's failure to take a course which would have shortened the proceedings and decreased the costs it shall award only such costs as would have been incurred if the successful party had taken such course.

(13) Where costs in convention and reconvention are awarded to different parties, the clerk of the court shall on taxation subject to any order which has been made by the court, allow as costs in convention all such costs as would in his judgment have been incurred if no claim in reconvention had been made and as costs in reconvention all other costs allowed.

(14) (a) The costs of issuing any warrant of execution or arrest shall, where they are payable by the party against whom the warrant is issued, be assessed by the clerk of the court without notice and inserted in the warrant.

(b) The costs payable by the judgment debtor in respect of any proceedings under section 65 or 72 of the Act shall be inserted by the judgment creditor or his attorney on the face or reverse side of any process issued under either of those sections and assessed by the clerk of the court before issue.

(c) The clerk of the court may refuse to issue any process under section 65 or 72 of the Act in which the costs inserted are not according to tariff.

(15) Witness fees and expenses shall be allowed in respect of the attendance at the trial of a party to an action or proceeding only if such party has been declared by the court to be a necessary witness.

(16) Where costs or expenses are awarded to any party by the court, otherwise than by a judgment in default of the defendant's entry of appearance to defend or on the defendant's consent to judgment before the time for such appearance has expired, the party to whom such costs or expenses have been awarded shall deliver a bill of such costs or expenses and give at least 2 days notice of taxation for an hour to be fixed (generally or specially) by the clerk of the court and he may include in such bill all such payments as have been necessarily and properly made by him.

(17) The clerk of the court shall thereupon tax and allow the costs and expenses so awarded: Provided that witness fees shall not be allowed in taxation unless properly vouched for.

(18) Where more than one-fourth of the bill (excluding expenses) is taxed off, the party presenting the bill shall not be allowed any costs of taxation.

(19) Where a bill of costs as between attorney and client is required to be taxed, taxation shall take place on at least 2 days' notice thereof to the attorney or client, whether or not an action therefor is pending: Provided that, notwithstanding the provisions of subrule (3), a bill of costs as between attorney and client may be taxed at any time after termination of the mandate.

(20) Where liability for costs is determined without judgment of the court by virtue of the provisions of rule 18 (5) or by a settlement recorded in terms of rule 27 (8), such costs shall be taxable by the clerk of the court as if they had been awarded by the court.

(21) On failure of the party giving notice of taxation to appear at the appointed time for taxation, such bill of costs may be taxed in his absence but such party shall not be allowed any costs of taxation.

REËL 34.

Geregsbode- en Klerk van die Hof-gelde.

34. (1) Die gelde en vorderings wat 'n geregsbode wat 'n amptenaar van die Staatsdiens is, kan verhaal, is dié wat in Deel I van Tabel C van Bylae 2 voorgeskryf is en in die geval van enige ander geregsbode dié wat in Deel II van voornoemde Tabel en Bylae voorgeskryf is.

(2) Elke rekening vir gelde of vorderings wat deur 'n geregsbode verstrek word, moet die volgende kennisgewing bevat:—

“U kan vereis dat hierdie rekening voor vereffening getakseer en gestaaf word.”

(3) (a) 'n Belanghebbende party kan by skriftelike kennisgewing vereis dat die gelde en vorderings wat deur die geregsbode geëis word of aan hom betaal is, deur die klerk van die hof getakseer word en kan sodanige taksasie bywoon.

(b) By sodanige taksasie moet die geregsbode tot tevredenheid van die klerk van die hof alie vorderings wat deur hom geëis word, staaf.

(c) Indien die geregsbodegelde of vorderings getakseer en ten volle toegelaat word, word 'n bykomende geld van 50 sent aan die geregsbode vir bywoning van die taksasie toegeken.

(4) Die gelde wat deur die klerk van die hof verhaal word, is dié in Tabel E van Bylae 2 voorgeskryf.

REËL 35.

Hersiening van Taksasie.

35. (1) 'n Belanghebbende party kan, binne 7 dae nadat hy dit te wete gekom het, aan 'n regterlike amptenaar—

(a) die koste en uitgawes in 'n onbestrede aksie gevorder;

(b) die klerk van die hof se vasstelling van enige koste en uitgawes;

(c) die klerk van die hof se taksasie van enige koste in 'n aksie of aangeleentheid toegeken;

(d) die klerk van die hof se taksasie van enige gelde of vorderings van die geregsbode,

vir hersiening voorlê.

(2) Sodanige hersiening geskied met 2 dae kennisgewing, aan die party wat geregtig is om sodanige koste en vorderings te ontvang of aanspreeklik is om dit te betaal, of aan die geregsbode, na gelang van die geval.

(3) 'n Party wat hom veronreg ag as gevolg van die regterlike amptenaar se beslissing ten opsigte van enige item of gedeelte daarvan waarteen voor die klerk van die hof beswaar geopper is, kan, na kennisgewing aan die ander party, binne 2 dae na die beslissing van die regterlike amptenaar verlang dat hy 'n gestelde saak vir die beslissing van 'n regter opstel, welke saak al die tersaaklike feitlike bevindings van die regterlike amptenaar moet omvat. Met dien verstande dat, behalwe met die toestemming van sodanige amptenaar, geen saak gestel word waar die totaal van die bedrae wat afgekeur of toegelaat is, na gelang van die geval, en wat die verontregte party onderskeidelik toegelaat of afgekeur wil hê, minder as 4 rand bedra nie.

(4) Enigeen van die partye kan binne 7 dae nadat die regterlike amptenaar aldus 'n gestelde saak opgestel het skriftelike standpunte aan die regterlike amptenaar voorlê.

(5) Die regterlike amptenaar moet die saak tesame met die skriftelike standpunte wat aan hom voorgelê is asook sy eie verslag nie later as 10 dae na ontvangs van sodanige

RULE 34.

Fees of the Messenger and the Clerk of the Court.

34. (1) The fees and charges to be taken by a messenger who is an officer of the Public Service shall be those prescribed in Part I of Table C of Annexure 2 and in the case of any other messenger those prescribed in Part II of the said Table and Annexure.

(2) Every account of fees or charges furnished by a messenger shall contain the following note:—

“You may require this account to be taxed and vouched before payment.”

(3) (a) Any party having an interest may by notice in writing require the fees and charges claimed by or paid to the messenger to be taxed by the clerk of the court, and may attend on such taxation.

(b) Upon such taxation the messenger shall vouch to the satisfaction of the clerk of the court all charges claimed by him.

(c) Where the messenger's fees or charges are taxed and passed in full the messenger shall be allowed an additional fee of 50 cents for attending the taxation.

(4) The fees to be taken by the clerk of the court shall be those prescribed by Table E of Annexure 2.

RULE 35.

Review of Taxation.

35. (1) Any interested party may, within 7 days after he has knowledge thereof, bring before a judicial officer for review—

(a) the costs and expenses claimed in any undefended action;

(b) the assessment by the clerk of the court of any costs and expenses;

(c) the taxation by the clerk of the court of any costs awarded in any action or matter;

(d) the taxation by the clerk of the court of any fees or charges of the messenger.

(2) Such review shall be on 2 days' notice to the party entitled to receive or liable to pay such costs and expenses or to the messenger, as the case may be.

(3) Any party dissatisfied with the decision of the judicial officer as to any item or part of an item which was objected to before the clerk of the court, may, after notice to the other party, within 2 days of the decision require the judicial officer to state a case for the decision of a judge, which case shall embody all relevant findings of fact by the judicial officer: Provided that, save with the consent of such officer, no case shall be stated where the total of the amounts which he has disallowed or allowed, as the case may be, and which the dissatisfied party seeks to have allowed or disallowed, respectively, is less than R4.

(4) Any party may within 7 days after the judicial officer has so stated a case submit contentions in writing to the judicial officer.

(5) The judicial officer shall lay the case together with the written contentions submitted and his own report not

standpunte nie aan 'n regter van die hof van appel voorlê wat dan—

(a) op die saak en standpunte aldus voorgelê, tesame met enige verdere inligting wat hy van die regterlike amptenaar mag verlang, 'n beslissing vel; of

(b) na aanhoor van die partye of hul advokate of prokureurs in kamers 'n beslissing vel; of

(c) die saak na die hof van appel vir 'n beslissing verwys.

(6) Die regter of die hof wat soos voornoemd 'n beslissing vel, kan sodanige bevel gee as wat hy goed-ag, met inbegrip van 'n bevel dat die onsuksesvolle party aan die teenparty 'n bedrag wat deur die regter of die hof as koste vasgestel is, moet betaal.

REËL 36.

Tenuitvoerleggingsproses.

36. (1) Die prosesstuk vir die tenuitvoerlegging van 'n vonnis vir die betaling van geld, die lewering van goed hetsy roerend of onroerend, of vir uitsetting is 'n lasbrief wat deur die klerk van die hof uitgereik en onderteken en aan die geregsbode gerig word.

(2) Sodanige prosesstuk kan deur enigen ten gunste van wie sodanige vonnis gegee is, uitgeneem word as die vonnis dan nog nie aan voldoen of gestuit of opgeskort is nie.

(3) Sodanige prosesstuk kan te eniger tyd, teen betaling van die verskuldigde gelde, by kennisgewing aan die geregsbode deur die party wat sodanige prosesstuk uitgeneem het, teruggetrek of opgeskort word. 'n Skriftelike versoek wat van tyd tot tyd deur sodanige party gedoen word om tenuitvoerlegging van sodanige prosesstuk vir 'n bepaalde tydperk wat nie langer as 1 maand moet wees nie, uit te stel, word nie as 'n opskorting geag nie.

(4) Enige veranderings in sodanige prosesstuk moet deur die klerk van die hof geparafeer word voordat dit deur hom uitgereik word.

(5) Die prosesstukke in subreël (1) genoem, word deur die klerk van die hof op versoek van die party wat daartoe geregtig is sonder goedkeuring van die hof heruitgereik.

(6) Enige sodanige prosesstuk is ongeldig as 'n verkeerde persoon daarin as 'n party genoem word, maar geen sodanige prosesstuk is ongeldig bloot vanweë 'n spelfout in enige naam daarin vermeld, of vanweë enige fout ten opsigte van die datum, nie.

(7) Behalwe wanneer vonnis by toestemming of by verstek aangeteken is, word 'n prosesstuk vir die tenuitvoerlegging van 'n vonnis nie sonder goedkeuring van die hof, wat ten tyde van die gee van die vonnis aangevra is, uitgereik nie voor die dag na dié waarop die vonnis gegee is.

REËL 37.

Tweede of Verdere Lasbriewe of Skuldbeslagorders.

37. (1) Wanneer 'n lasbrief of 'n skuldbeslagorder verloor of verlê is, kan die hof op aansoek van enige belanghebbende party en na kennisgewing aan enige persoon wat daardeur geraak word, die uitreiking van 'n tweede of verdere lasbrief of 'n skuldbeslagorder, na gelang van die geval, magtig, op sodanige voorwaardes as wat die hof mag vasstel en kan sodanige bevel met betrekking tot koste gee as wat hy billik ag.

(2) Kennis van sodanige aansoek geskied met nie minder as 3 dae kennisgewing nie en vermeld die redes vir die aansoek.

later than 10 days after receipt of such contentions, before a judge of the court of appeal who may then—

(a) decide the matter upon the case and contentions so submitted, together with any further information which he may require from the judicial officer; or

(b) decide it after hearing the parties or their counsel or attorneys in chambers; or

(c) refer the case for decision to the court of appeal.

(6) The judge or the court so deciding may make such order as he or it deems fit, including an order that the unsuccessful party shall pay to the opposing party a sum fixed by the judge or the court as costs.

RULE 36.

Process in Execution.

36. (1) The process for the execution of any judgment for the payment of money, for the delivery of property whether movable or immovable, or for ejectment shall be by warrant issued and signed by the clerk of the court and addressed to the messenger.

(2) Such process may be sued out by any person in whose favour any such judgment shall have been given, if such judgment is not then satisfied, stayed or suspended.

(3) Such process may at any time, on payment of the fees incurred, be withdrawn or suspended by notice to the messenger by the party who has sued out such process. A request in writing made from time to time by such party to defer execution of such process for a definite period not being longer than 1 month shall not be deemed to be a suspension.

(4) Any alterations in such process shall be initialed by the clerk of the court before it is issued by him.

(5) The clerk of the court shall at the request of the party entitled thereto reissue process referred to in subrule (1) without the court having sanctioned the reissue.

(6) Any such process shall be invalid if a wrong person is named therein as a party, but no such process shall be invalid merely by reason of the misspelling of any name therein, or of any error as to date.

(7) Except where judgment has been entered by consent or default, process in execution of a judgment shall not be issued without leave of the court applied for at the time of granting the judgment, before the day following that on which the judgment is given.

RULE 37.

Second or Further Warrants or Garnishee Orders.

37. (1) Where any warrant or garnishee order has been lost or mislaid, the court may on the application of any interested party and after notice to any person affected thereby, authorise the issue of a second or further warrant or garnishee order, as the case may be, on such conditions as the court may determine and may make such order as to costs as it may deem just.

(2) Notice of such application shall be on not less than 3 days' notice and shall state the reasons for the application.

(3) Die bepalings van subreëls (1) tot en met (6) van reël 36, is *mutatis mutandis* van toepassing op sodanige lasbrief of skuldbeslagorder deur die hof gemagtig en daarbenewens word sodanige lasbrief of skuldbeslagorder duidelik geëndosseer „Hierdie tweede of verdere lasbrief (vermeld aard van lasbrief) of skuldbeslagorder (na gelang van die geval) is deur die hof op gemagtig en vervang enige lasbrief (vermeld aard van lasbrief) of skuldbeslagorder (na gelang van die geval) in die plek waarvan dit uitgereik of heruitgereik word.”

(4) (a) Wanneer 'n lasbrief of skuldbeslagorder wat vervang is deur 'n lasbrief of skuldbeslagorder wat ingevolge subreël (1) uitgereik is, beskikbaar word, word dit onverwyld deur die klerk van die hof tenietgedoen deur tussen 2 ewewydige lyne op die voorkant daarvan te endosseer „Deurgehaal. Nuwe lasbrief (vermeld aard van lasbrief) of skuldbeslagorder (na gelang van die geval) ingevolge 'n bevel van die hof gedateer uitgereik.”

(b) Sodanige endossement word deur die klerk van die hof onderteken en gedateer.

(5) Die feit dat 'n tweede of verdere lasbrief of 'n skuldbeslagorder uitgereik is en die datum en bedrag daarvan word deur die klerk van die hof in die notule van die saak aangeteken.

REËL 38.

Sekerheidstelling deur Vonnisiskuldeiser.

38. (1) Wanneer die geregsbode twyfel het aangaande die geldigheid van 'n beslaglegging of voorgenome beslaglegging, kan hy van die party wat die eksekusieprosesstuk uitneem, vereis dat hy sekerheid stel om hom skadeloos te stel.

(2) Tensy die dagvaarding waardeur die aksie ingestel is aan die verweerder persoonlik beteken is of hy kennis van voorneme om te verdedig gegee het of kennis van beslaglegging aan hom persoonlik gegee is—

(a) moet die eksekusieskuldeiser, as daar op liggaamlike of onliggaamlike goed ter tenuitvoerlegging beslag gelê is, ten minste 7 dae voor die dag wat vir die verkoop van sodanige goed vasgestel is, sekerheid tot tevredenheid van die geregsbode stel vir betaling aan die eksekusieskuldenaar, as sodanige beslaglegging ter syde gestel word, van enige bedrag wat die eksekusieskuldenaar regtens op die eksekusieskuldeiser kan verhaal vir skade gely as gevolg van sodanige beslaglegging of enige verrigtinge wat daaruit voortvloei; en as sekerheid nie gestel word nie, is die beslaglegging nie meer van krag nie: Met dien verstande dat die eksekusieskuldenaar van sekerheidstelling kragtens hierdie reël kan afsien deur 'n endossement met daardie strekking op die lasbrief vir eksekusie aan te bring;

(b) word gelde wat deur die geregsbode uit hoofde van enige wyse van tenuitvoerlegging ontvang is, uitgesonderd die opbrengs van 'n verkoping in eksekusie van goed waar sekerheid kragtens paragraaf (a) ten opsigte van die betrokke beslaglegging gestel is, nie aan die eksekusieskuldeiser betaal nie voordat hy sekerheid gestel het vir die terugbetaling van die volle bedrag deur die geregsbode ontvang indien die beslaglegging daarna ter syde gestel word: Met dien verstande dat die eksekusieskuldenaar in 'n deur hom ondertekende skriftelike stuk van sodanige sekerheidstelling kan afsien.

(3) The provisions of subrules (1) to (6), inclusive, of rule 36 shall *mutatis mutandis* apply to any such warrant or garnishee order authorised by the court and in addition such warrant or garnishee order shall clearly be endorsed “This second or further warrant (describe nature of warrant) or garnishee order (as the case may be) was authorised by the court on and replaces any warrant (describe nature of warrant) or garnishee order (as the case may be) instead of which it is issued or reissued.”

(4) (a) When any warrant or garnishee order which has been replaced by a warrant or garnishee order issued in terms of subrule (1) becomes available it shall immediately be cancelled by the clerk of the court by endorsing across the face thereof between 2 parallel transverse lines the words “Cancelled. Fresh warrant (describe nature of warrant) or garnishee order (as the case may be) issued in terms of an order of the court dated”

(b) Such endorsement shall be signed and dated by the clerk of the court.

(5) The fact that a second or further warrant or garnishee order has been issued and the date and amount thereof shall be endorsed on the record of the case by the clerk of the court.

RULE 38.

Security by Judgment Creditor.

38. (1) Where the messenger is in doubt as to the validity of any attachment or contemplated attachment, he may require that the party suing out the process in execution shall give security to indemnify him.

(2) Unless the summons commencing the action has been served upon the defendant personally or he has entered appearance to defend or notice of attachment has been given to him personally—

(a) if any property corporeal or incorporeal is attached in execution, the execution creditor shall, at least 7 days before the day appointed for the sale of such property give security to the satisfaction of the messenger for the payment to the execution debtor if such attachment be set aside of any sum which the execution debtor may in law be entitled to recover from the execution creditor for damages suffered by reason of such attachment or of any proceedings consequent thereon; and if security be not given the attachment shall cease to have effect: Provided that the execution debtor may by endorsement to that effect on the warrant of execution dispense with the giving of security under this rule;

(b) if moneys are received by the messenger under any form of execution otherwise than as the proceeds of the sale in execution of property in respect of the attachment of which security has been given in terms of paragraph (a), such moneys shall not be paid to the execution creditor until he has given security for the restitution of the full amount received by the messenger if the attachment be thereafter set aside: Provided that the execution debtor may in writing over his signature dispense with the giving of such security.

(3) Die voorgeskrewe geld vir sekerheidstelling kragtens hierdie reël is sonder taksasie as deel van die eksekusie-koste verhaalbaar.

(4) Die eksekusieskuldenaar kan op enige borgakte of ander dokument van sekerheidstelling wat kragtens hierdie reël gegee is, dagvaar sonder dat dit formeel aan hom oorgedra is.

REËL 39.

Algemene Bepalings Betreffende Tenuitvoerlegging.

39. (1) Tensy die hof anders beveel, is die koste en uitgawes in verband met die uitreiking van 'n lasbrief en tenuitvoerlegging 'n voorkeureis teen die opbrengs van die goed wat in eksekusie verkoop is en kan vir sover sodanige opbrengs onvoldoende is op die eksekusieskuldenaar as koste deur die hof toegeken, verhaal word.

(2) Behoudens enige hipoteek wat voor die beslaglegging bestaan het, deel alle lasbriewe vir eksekusie wat by die geregsbode op of voor die dag wat die dag van die eksekusieverkoop onmiddellik voorafgaan ingedien is *pro rata* in die verdeling van die opbrengs van die goed wat in eksekusie verkoop is.

(3) Die terugtrekking van 'n beslaglegging geskied deur die aanbring deur die geregsbode op die lasbrief vir eksekusie van 'n endossement deur hom onderteken dat die beslaglegging teruggetrek is, met vermelding van die tyd en datum waarop sodanige endossement aangebring is. Die geregsbode moet die eksekusieskuldeiser en die eksekusieskuldenaar asook enigeen wat 'n aanspraak op die eiendom waarop beslag gelê is by hom ingedien het, skriftelik van sodanige terugtrekking en die tyd en datum daarvan kennis gee: Met dien verstande dat die goed nie van beslaglegging vrygestel word nie solank as wat die geregsbode in besit is van 'n onvoldane lasbrief wat kragtens subreël (2) ingedien is.

(4) Wanneer 'n derde party aanspraak daarop maak dat goed waarop ter tenuitvoerlegging beslag gelê is of gaan word sy eiendom is, of wanneer 'n derde party op die opbrengs van sodanige goed waarop aldus beslag gelê is en wat in eksekusie verkoop is, aanspraak maak, moet die geregsbode by ontvangs van die eis onverwyld die eksekusieskuldeiser kennis gee.

(5) Ondanks sodanige aanspraak deur 'n derde party, moet die geregsbode op sodanige goed beslag lê indien hy dit nie reeds gedoen het nie en die goed bly onder beslaglegging in afwagting van 'n beslissing in 'n tussenpleitgeding, tensy dit vroeër deur 'n bevel van die hof of andersins van beslaglegging vrygestel word. Die bepalinge van reël 41 (7) is *mutatis mutandis* van toepassing op goed waarop aldus beslag gelê is.

(6) Indien in die geval van goed aldus op beslag gelê die eksekusieskuldeiser die geregsbode binne 2 dae na ontvangs van die kennisgewing in subreël (4) genoem, kennis gee dat hy die aanspraak erken, is hy nie vir enige koste, gelde of uitgawes wat daarna oploop aanspreeklik nie en die geregsbode kan hom aan die besit van die goed waarop aanspraak gemaak word, onttrek.

(7) Na afloop van 'n verkoping in eksekusie van goed, hetsy roerend of onroerend, moet die geregsbode 'n vendusielys waarin besonderhede van die goed wat verkoop is, die behaalde pryse en, waar bekend, die name en adresse van die kopers asook 'n uiteensetting van die distribusie van die opbrengs vermeld word, by sy relaas aanheg.

(8) Nóg die geregsbode nóg iemand namens die geregsbode koop by 'n verkoping in eksekusie hetsy vir homself of vir enige ander persoon enige van die goed wat te koop aangebied word nie.

(3) The prescribed fee for security given under this rule shall without taxation be recoverable as part of the costs of execution.

(4) Any surety bond or other document of security given in terms of this rule may be sued upon by the execution debtor without formal transfer thereof to him.

RULE 39.

General Provisions Regarding Execution.

39. (1) Unless otherwise ordered by the court, the costs and expenses of issuing a warrant and levying execution shall be a first charge on the proceeds of the property sold in execution and may so far as such proceeds are insufficient be recovered from the execution debtor as costs awarded by the court.

(2) Subject to any hypothec existing prior to attachment, all warrants of execution lodged with the messenger on or before the day immediately preceding the date of the sale in execution shall rank *pro rata* in the distribution of the proceeds of the goods sold in execution.

(3) Withdrawal of attachment shall be effected by note made and signed by the messenger on the warrant of execution that the attachment is withdrawn, stating the time and date of the making of such note. The messenger shall give notice in writing of the withdrawal and of the time and date thereof to the execution creditor and the execution debtor and to any person by whom a claim to the property attached has been lodged with him: Provided that the property shall not be released from attachment so long as an unsatisfied warrant of execution lodged under subrule (2) remains in the hands of the messenger.

(4) If any property attached or about to be attached in execution is claimed by any third party as his property or any third party makes any claim to the proceeds of property so attached and sold in execution, the messenger shall on receipt of the claim forthwith give notice to the execution creditor.

(5) Notwithstanding such claim by a third party the messenger shall attach such property if he has not yet done so and the property shall remain under attachment pending the outcome of interpleader proceedings unless sooner released from attachment upon order of the court or otherwise. The provisions of rule 41 (7) shall *mutatis mutandis* apply to property so attached.

(6) If in the case of property so attached the execution creditor gives the messenger notice within 2 days after receipt of the notice referred to in subrule (4) that he admits the claim, he shall not be liable for any costs, fees or expenses afterwards incurred and the messenger may withdraw from possession of the property claimed.

(7) On completion of any sale in execution of property, whether movable or immovable, the messenger shall attach to his return a vendue roll showing details of the property sold, the prices realised, and, where known, the names and addresses of the purchasers and an account of the distribution of the proceeds.

(8) No messenger or person on behalf of the messenger shall at a sale in execution purchase any of the property offered for sale either for himself or for any other person.

REËL 40.

Tenuitvoerlegging Teen 'n Vennootskap.

40. (1) Wanneer 'n vonnis skuldenaar 'n vennoot in 'n firma is en die vonnis teen hom vir 'n afsonderlike skuld is, kan die hof, na kennisgewing aan die vonnis skuldenaar en sy firma, die geregsbode as ontvanger aanstel om enige gelde wat aan die vonnis skuldenaar ten opsigte van sy belange in die vennootskap betaalbaar is, te ontvang.

(2) Sodanige aanstelling geld as 'n beslaglegging op die belange van die vonnis skuldenaar in die bates van die vennootskap totdat aan die vonnis skuld voldoen is.

(3) Wanneer die vonnis teen 'n firma is, word die vennootskapsgoed, vir sover dit aan die vonnis skuldeiser bekend is, eers uitgeput alvorens die vonnis teen die afsonderlike goed van die vennote ten uitvoer gelê word.

REËLS 41-42.

Tenuitvoerlegging Teen Roerende Goed.

41. (1) (a) By ontvangs van 'n lasbrief waarin hy gelas word om op roerende goed beslag te lê, gaan die geregsbode nie later nie as die dag volgende op die dag waarop die lasbrief ontvang is (plus, as die woon- of besigheidsplek buite die grense van die dorp of plek waar die hof gehou word, geleë is, een bykomende dag vir elke 25 myl of gedeelte van 25 myl wat die woon- of besigheidsplek van voornoemde grense verwyder is) of sodra omstandighede dit toelaat, na die woon- of besigheidsplek van die eksekusieskuldenaar en eis aldaar betaling van die vonnis skuld en koste of eis anders dat roerende goed wat die geregsbode as voldoende ag om aan die lasbrief te voldoen, aangedui word en indien aan die laasgenoemde versoek voldoen word, stel genoemde geregsbode 'n inventaris en waardasie van sodanige goed op. Indien die goed wat aangedui word onvoldoende is om aan die lasbrief te voldoen, gaan die geregsbode nietemin voort om 'n inventaris en waardasie op te stel van soveel roerende goed as wat ter gedeeltelike tenuitvoerlegging van die lasbrief aangedui word.

(b) As die eksekusieskuldenaar nie sodanige goed aandui nie, moet die geregsbode onverwyld 'n inventaris en waardasie opstel van soveel van die eksekusieskuldenaar se roerende goed as wat hy voldoende ag om aan die lasbrief te voldoen of van soveel van die roerende goed as wat ter gedeeltelike uitvoering van die lasbrief gevind mag word.

(c) As die eksekusieskuldenaar op aanvraag die vonnis skuld en koste (of gedeelte daarvan) betaal, endosseer die geregsbode onverwyld die bedrag wat betaal is en die datum van betaling op die oorspronklike en afskrif van die lasbrief, welke endossement deur die geregsbode onderteken en deur die eksekusieskuldenaar of sy verteenwoordiger mede-onderteken word.

(2) Vir sover dit nodig is vir die tenuitvoerlegging van sodanige lasbrief, kan die geregsbode enige deur op enige perseel of van enige meubelstuk oopmaak, indien geweier word om dit oop te maak of indien daar niemand daar teenwoordig is wat die persoon teen wie die lasbrief ten uitvoer gelê moet word verteenwoordig nie en, indien nodig, kan die geregsbode vir dié doel geweld gebruik.

(3) Die geregsbode moet die oorspronklike lasbrief vir eksekusie toon en 'n afskrif daarvan aan die eksekusieskuldenaar oorhandig of dit op die perseel agterlaat.

(4) Sodra die geregsbode die voorgaande voorskrifte van hierdie reël nagekom het, word die goed aldus deur hom geïnventariseer geag geregtelik op beslag gelê te wees.

RULE 40.

Execution Against a Partnership.

40. (1) Where a judgment debtor is a partner in a firm and the judgment is against him for a separate debt, the court may, after notice to the judgment debtor and to his firm, appoint the messenger as receiver to receive any moneys payable to the judgment debtor in respect of his interests in the partnership.

(2) Such appointment shall, until the judgment debt is satisfied, operate as an attachment of the interest of the judgment debtor in the partnership assets.

(3) Where the judgment is against a firm, the partnership property shall first be exhausted, so far as it is known to the judgment creditor, before the judgment is executed against the separate property of the partners.

RULE 41-42.

Execution Against Movable Property.

41. (1) (a) The messenger shall, upon receiving a warrant directing him to levy execution on movable property, repair to the house or place of business of the execution debtor not later than the day following the day of the receipt of such warrant (to which period shall be added, if such house or place of business be situate outside the limits of the town or place where the court is held, 1 additional day for each 25 miles or part of 25 miles between such limits and such house or place of business), or as soon as circumstances permit, and there demand payment of the judgment debt and costs or else require that so much movable property be pointed out as the said messenger may deem sufficient to satisfy the warrant, and if such lastmentioned request be complied with the said messenger shall make an inventory and valuation of such property. If the property pointed out is insufficient to satisfy the warrant, the messenger shall nevertheless proceed to make an inventory and valuation of so much movable property as may be pointed out in part execution of such warrant.

(b) If the execution debtor does not point out such property, the messenger shall immediately make an inventory and valuation of so much of the movable property belonging to the execution debtor as he may deem sufficient to satisfy the warrant or of so much of the movable property as may be found in part execution of the warrant.

(c) If on demand the execution debtor pays the judgment debt and costs (or part thereof) the messenger shall forthwith endorse the amount paid and the date of payment on the original and copy of the warrant, which endorsement shall be signed by him and countersigned by the execution debtor or his representative.

(2) So far as may be necessary to the execution of any such warrant, the messenger may open any door on any premises, or of any piece of furniture, if opening be refused or if there be no person there who represents the person against whom such warrant is to be executed and the messenger may, if necessary, use force to that end.

(3) The messenger shall exhibit the original warrant of execution and shall hand to the execution debtor or leave on the premises a copy thereof.

(4) As soon as the foregoing requirements of this rule have been complied with by the messenger, the goods so inventoried by him shall be deemed to be judicially attached.

(5) Die geregsbode moet 'n afskrif van voornoemde inventaris, deur hom onderteken, aan die eksekusieskuldenaar oorhandig of dit op die perseel agterlaat en sodanige afskrif moet 'n kennisgewing van die beslaglegging daaraan toegevoeg hê.

(6) Wanneer geld en dokumente gevind en daarop beslag gelê word, moet die hoeveelheid en aard daarvan in die inventaris vermeld word en sodanige geld of dokumente word vervolgens verseël en onverwyld na die kantoor van die geregsbode oorgebring waar dit veilig bewaar word.

(7) (a) Waar op ander roerende goed as geld of dokumente beslag gelê is, moet die eksekusieskuldeiser of sy prokureur binne 10 dae na kennisgewing van sodanige beslaglegging die geregsbode skriftelik meedeel of die goed na 'n plek van veiligheid verwyder moet word of op die perseel onder die bewaring en toesig van die eksekusieskuldenaar of in die bewaring en toesig van iemand anders wat namens die geregsbode optree, gelaat moet word. Tensy aldus binne voornoemde tydperk meegedeel, moet die geregsbode die roerende goed, uitgesonderd geld of dokumente, op die perseel en in die besit van die persoon in wie se besit sodanige goed op beslag gelê is, laat: Met dien verstande dat die eksekusieskuldeiser of sy prokureur die geregsbode skriftelik kan gelas om onmiddellik al of enige van die artikels wat na die eksekusieskuldeiser glo in die besit van die eksekusieskuldenaar is uit die besit van die eksekusieskuldenaar te verwyder, mits die klerk van die hof, wat sy goedkeuring op die dokument waarin aldus gelas word, endosseer, by die uitreiking van die lasbrief vir eksekusie van die wenslikheid van onmiddellike verwydering oortuig word deur die eksekusieskuldeiser of sy prokureur.

(b) Wanneer 'n geregsbode soos voornoemd gelas word om roerende goed te verwyder, doen hy dit sonder vermybare versuim en laat sodanige goed intussen onder die toesig of bewaring van iemand wat namens hom die toesig of bewaring met betrekking tot die goed uitoefen.

(c) Iemand in wie se toesig of bewaring roerende goed waarop beslag gelê is, gelaat word, mag sodanige goed nie gebruik, verhuur of uitleen of toelaat dat dit gebruik, verhuur of uitgeleen word nie en doen niks op welke wyse ook al wat die waarde daarvan kan verminder nie en, indien die goed waarop beslag gelê is enige wins of vermeerdering voortgebring het, is die bewaarder aanspreeklik vir enige sodanige wins of vermeerdering op 'n soortgelyke wyse as wat hy is vir die goed waarop oorspronklik beslag gelê is.

(d) As so 'n bewaarder, uitgesonderd die eksekusieskuldenaar, versuim in die uitvoer van sy pligte, is hy nie geregtig om enige vergoeding vir sy toesig en bewaring te verhaal nie.

(e) Tensy 'n hofbevel aan die geregsbode voorgelê word waarin van hom vereis word dat hy roerende goed wat onder beslaglegging is vir sodanige verdere tydperk hou as wat in sodanige hofbevel vermeld is, moet die geregsbode, indien 'n verkoping van sodanige goed nie hangend is nie, enige sodanige goed wat hy na 'n veiligheidsplek verwyder het of onder die toesig of bewaring van iemand namens hom gelaat het en wat in sodanige veiligheidsplek of onder die toesig of bewaring van sodanige persoon namens hom vir langer as 6 weke gehou is, van beslaglegging vrystel. Indien sodanige bevel gegee is op 'n aansoek wat *ex parte* gedoen is, is sodanige bevel nie aan bekrachtiging onderworpe nie.

(8) (a) Roerende goed wat ter tenuitvoerlegging van 'n geregtelike prosesstuk verkoop word, word deur die geregsbode of, met die goedkeuring van die landdros, deur 'n afslaer of ander persoon deur die geregsbode benoem

(5) The messenger shall hand a copy of the said inventory signed by himself to the execution debtor or leave the same on the premises, which copy shall have subjoined thereto a notice of the attachment.

(6) Where specie and documents are found and attached, the number and kinds thereof shall be specified in the inventory and any such specie or documents shall thereupon be sealed and forthwith removed to the office of the messenger where it shall be safely store.

(7) (a) The execution creditor or his attorney shall, where movable property, other than specie or documents, has been attached, within 10 days after notification of such attachment, instruct the messenger in writing whether the property shall be removed to a place of security or left upon the premises in the charge and custody of the execution debtor or in the charge and custody of some other person acting on behalf of the messenger. Unless so instructed within the time aforesaid, the messenger shall leave the movable property, other than specie or documents, upon the premises and in the possession of the person in whose possession the said movable property is attached: Provided that the execution creditor or his attorney may, upon satisfying the clerk of the court, who shall endorse his approval on the document containing the instructions, of the desirability of immediate removal upon issue of the warrant of execution, instruct the messenger in writing to remove immediately from the possession of the execution debtor all or any of the articles reasonably believed by the execution creditor to be in the possession of the execution debtor.

(b) Where a messenger is instructed as aforesaid to remove the movable property, he shall do so without any avoidable delay, and he shall in the mean time leave the same in the charge or custody of some person who shall have the charge or custody in respect of the goods on his behalf.

(c) Any person in whose charge or custody movable property which has been attached, has been left, shall not use, let or lend such property, or permit it to be used, let or lent, nor shall he in any way do anything which will decrease its value and, if the property attached shall have produced any profit or increase, the custodian shall be responsible for any such profit or increase in like manner as he is responsible for the property originally attached.

(d) If such a custodian, other than the execution debtor, makes a default in his duty he shall not be entitled to recover any remuneration for his charge and custody.

(e) Unless an order of court is produced to the messenger requiring him to detain any movable property under attachment for such further period as may be stipulated in such order, the messenger shall, if a sale in respect of such property is not pending, release from attachment any such property which he has removed to a place of security or left in the charge or custody of a person on his behalf and which has been detained in such a place of security or in the charge or custody of such person on his behalf for a period exceeding 6 weeks. If such order was made on application made *ex parte*, such order shall not be subject to confirmation.

(8) (a) Any movable property sold in execution of process of the court shall be sold publicly and for cash by the messenger or, with the approval of the magistrate, by an auctioneer or other person appointed by the

in die openbaar en vir kontant aan die hoogste bieder verkoop op die plek waar beslag op die goed gelê is of waarheen die goed aldus verwyder is of so na moontlik daaraan as wat vir die verkoop daarvan voordelig mag wees;

(b) die eksekusieskuldeiser moet, na oorlegpleging met die geregsbode, 'n kennisgewing van verkoping opstel en 2 afskrifte daarvan aan die geregsbode verstrek op so 'n tydstop dat die een afskrif minstens 7 dae voor die dag wat vir die verkoping vasgestel is, op die kennisgewingbord of die deur van die hofgebou of 'n ander openbare gebou waarin die hof gehou word en die ander op of so na moontlik aan die plek waar die verkoping werklik gaan plaasvind aangebring kan word;

(c) as die geregsbode van oordeel is dat die waarde van die goed waarop beslag gelê is 100 Rand oorskry, moet hy 'n plaaslike of ander nuusblad wat in die distrik sirkuleer, aanwys en vereis dat die eksekusieskuldeiser die kennisgewing van verkoping in daardie nuusblad minstens 7 dae voor die datum wat vir die verkoping vasgestel is, publiseer benewens die nakoming van paragraaf (b), en hom nie later nie as die dag voor die dag van die verkoping van 'n eksemplaar van sodanige nuusblad waarin die kennisgewing verskyn het, voorsien.

(9) Die dag wat vir die verkoping vasgestel word, moet minstens 14 dae na beslaglegging wees: Met dien verstande dat waar die goed waarop beslag gelê is van 'n bederfbare aard is, of met die toestemming van die eksekusieskuldenaar, die hof op aansoek enige tydperk in hierdie subreël of subreël (8) genoem, in so 'n mate en op sodanige voorwaardes as wat hy goed ag, kan verminder.

(10) 'n Verkoping in eksekusie word gestaak sodra 'n bedrag wat voldoende is om aan genoemde lasbrief en enige lasbrief in reël 39 (2) genoem, te voldoen en die koste van verkoping te dek, verkry is.

(11) Indien die geregsbode na voldoening aan die vordering van die eksekusieskuldeiser en aan alle lasbriewe vir eksekusie by hom op of voor die dag onmiddellik voor die datum van die verkoping ingedien en van alle koste 'n saldo oor het, moet hy dit aan die eksekusieskuldenaar betaal, indien hy gevind kan word, anders moet hy sodanige saldo geregtelik inbetaal en die bepaling van reël 18 (10) is *mutatis mutandis* van toepassing op enige saldo aldus geregtelik inbetaal.

42. (1) Wanneer die goed waarop beslag gelê is 'n huurkontrak of 'n wissel, promesse, verband of ander sekuriteit vir die betaling van geld is—

(a) is die beslaglegging nie voltooi nie voordat aan die verhuurder, huurder of die persoon wat op die wissel of ander sekuriteit aanspreeklik is, na gelang van die geval, kennis gegee is;

(b) is die beslaglegging nie geldig nie tensy en voordat die betrokke stuk deur die geregsbode in besit geneem is en, in die geval van 'n geregistreerde huurkontrak of verband kennis aan die betrokke registrateur van aktes gegee is.

(2) Waar die roerende goed waarop beslag gelê wil word die belang van die eksekusieskuldenaar in goed is wat aan of deur 'n derde verpand, verhuur of onder 'n opskortende voorwaarde verkoop is—

(a) geskied beslaglegging deurdat die geregsbode 'n kennisgewing van die beslaglegging met 'n afskrif van die lasbrief vir eksekusie aan die eksekusieskuldenaar en sodanige derde beteken, welke betekening kan geskied asof sodanige kennisgewing 'n dagvaarding is: Met dien verstande dat waar betekening nie op enige voorgeskrewe wyse kan geskied nie, die hof 'n bevel

messenger, to the highest bidder at or as near to the place where the same was attached or to which the same had been so removed as aforesaid as may be advantageous for the sale thereof;

(b) the execution creditor shall, after consultation with the messenger, prepare a notice of sale and furnish 2 copies thereof to the messenger in sufficient time to enable 1 copy to be affixed not later than 7 days before the day appointed for the sale on the notice board or door of the court-house or other public building in which the said court is holden and the other at or as near as may be to the place where the said sale is actually to take place;

(c) if in the opinion of the messenger the value of the goods attached exceeds R100 he shall indicate some local or other newspaper circulating in the district and require the execution creditor to publish the notice of sale in that newspaper not later than 7 days before the date appointed for the sale in addition to complying with paragraph (b) and to furnish him with a copy of the said paper in which the publication appeared not later than the day preceding the date of sale.

(9) The day appointed for the sale shall be not less than 14 days after attachment: Provided that where the goods attached are of a perishable nature, or with consent of the execution debtor, the court may, upon application, reduce any period referred to in this subrule or subrule (8) to such extent and on such conditions as it may think fit.

(10) A sale in execution shall be stopped as soon as sufficient money has been raised to satisfy the said warrant and any warrant referred to in rule 39 (2) and the costs of the sale.

(11) Should the messenger have a balance in hand after satisfaction of the claim of the execution creditor and of all warrants of execution lodged with him on or before the day immediately preceding the date of the sale and of all costs he shall pay the same to the execution debtor if he can be found, otherwise he shall pay such balance into court and the provisions of rule 18 (10) shall *mutatis mutandis* apply to any balance so paid into court.

42. (1) Where the property attached in execution is a lease or a bill of exchange, promissory note, bond or other security for the payment of money—

(a) attachment shall not be complete until after notice to the lessor, lessee or person liable on the bill of exchange or other security, as the case may be;

(b) the attachment shall not be valid unless and until the instrument in question is taken possession of by the messenger and notice has, in the case of a registered lease or bond, been given to the registrar of deeds concerned.

(2) Where the movable property sought to be attached is the interest of the execution debtor in property pledged, leased or sold under a suspensive condition to or by a third person—

(a) attachment shall be effected by service by the messenger on the execution debtor and on such third person of notice of the attachment with a copy of the warrant of execution, which service may be effected as if such notice were a summons: Provided that where service cannot be effected in any manner as prescribed

kan gee dat betekening op sodanige wyse as wat in die bevel vermeld is, kan geskied;

(b) kan die geregsbode, as hy die oorspronklike van die lasbrief vir eksekusie aan die pandhouer, verhuurder, huurder, koper of verkoper toon, die perseel waar die goed is, betree en 'n inventaris en waardasie van genoemde goed maak.

(3) Beslaglegging op goed kragtens artikel 32 van die Wet, geskied *mutatis mutandis* op dieselfde wyse as beslaglegging in tenuitvoerlegging.

REËL 43.

Tenuitvoerlegging teen Onroerende Goed.

43. (1) 'n Lasbrief vir eksekusie teen onroerende goed moet 'n volledige beskrywing van die aard en ligging (met inbegrip van die adres) daarvan bevat sodat die geregsbode dit kan opspoor en identifiseer en moet voldoende inligting gee om die geregsbode in staat te stel om aan die bepalings van subreël (2) gevolg te gee.

(2) Beslaglegging op onroerende goed geskied by wyse van 'n kennisgewing deur die geregsbode beteken op 'n soortgelyke wyse as 'n dagvaarding tesame met 'n afskrif van die lasbrief vir eksekusie aan die eksekusieskuldenaar as eienaar daarvan, aan die registrateur van aktes of ander beaampte belas met die registrasie van sodanige onroerende goed, aan alle geregistreerde houters (uitgesonderd die eksekusieskuldeiser) van verbande wat teen die goed waarop beslag gelê is, geregistreer is en, as die goed deur iemand anders as die eksekusieskuldenaar geokkupeer word, ook aan sodanige okkupant en aan die plaaslike owerheid in wie se gebied die goed geleë is.

(3) Na beslaglegging moet die geregsbode nagaan en aantekene of genoemde goed onderworpe is aan enige eis met voorrang bo dié van die eksekusieskuldeiser en, indien dit die geval is, moet hy vervolgens die eksekusieskuldeiser van die bestaan van sodanige eis in kennis stel ten einde laasgenoemde in staat te stel om kragtens artikel 66 (2) van die Wet kennis te gee.

(4) Die geregsbode kan by kennisgewing op dieselfde wyse as 'n dagvaarding beteken, die eksekusieskuldenaar aansê om onverwyld alle dokumente in sy besit of onder sy beheer wat op enige wyse betrekking het op sy reg op die goed, aan hom af te gee.

(5) Wanneer genoemde goed in 'n ander distrik as dié waar die vonnis gegee is, geleë is, moet die party wat tenuitvoerlegging verlang die lasbrief vir eksekusie aan die geregsbode van die distrik waar die goed geleë is, stuur, wat, soos in hierdie reël voorgeskryf is, op die goed beslag lê.

(6) (a) Die geregsbode moet 'n dag en plek vir die verkoop van sodanige goed bepaal welke dag, behalwe met spesiale verlof van die hof, nie vroeër as 1 maand na betekening van die kennisgewing van beslaglegging moet wees nie.

(b) die eksekusieskuldeiser moet, na oorlegpleging met die geregsbode, 'n kennisgewing van verkoping opstel wat 'n kort beskrywing van die goed en die ligging daarvan, die datum, tyd en plek van die verkoping en die vernaamste verkoopvoorwaardes daarvan bevat en die geregsbode van soveel afskrifte van genoemde kennisgewing as wat hy vereis, voorsien;

(c) die geregsbode moet 1 Afrikaanse en 1 Engelse nuusblad wat in die distrik waarin die goed geleë is, sirkuleer, aandui en vereis dat die eksekusieskuldeiser die genoemde kennisgewing een maal in elk van die genoemde nuusblaie en in die *Staatskoerant* minstens 7 dae voor die dag wat vir die verkoping vasgestel is, publiseer en hom nie later nie as die dag voor die verkoping van 'n eksemplaar

the court may make an order allowing service to be effected in such manner as stated in the order;

(b) the messenger may, upon exhibiting the original of such warrant of execution to the pledgee, lessor, lessee, purchaser or seller, enter upon the premises where such property is and make an inventory and valuation of the said property.

(3) The method of attachment of property under section 32 of the Act shall *mutatis mutandis* be the same as that of attachment in execution.

RULE 43.

Execution against Immovable Property.

43. (1) A warrant of execution against immovable property shall contain a full and complete description of the nature and situation (including the address) of the immovable property to enable it to be traced and identified by the messenger, and shall be accompanied by sufficient information to enable the messenger to give effect to the provisions of subrule (2).

(2) The mode of attachment of immovable property shall be by notice by the messenger served in like manner as a summons together with a copy of the warrant of execution upon the execution debtor as owner thereof, upon the registrar of deeds or other officer charged with the registration of such immovable property, upon all registered holders of bonds (other than the execution creditor) registered against the property attached and, if the property is in the occupation of some person other than the execution debtor, also upon such occupier, and upon the local authority in whose area the property is situated.

(3) After attachment the messenger shall ascertain and record whether the said property is subject to any claim preferent to that of the execution creditor and, if that be the case, he shall thereupon notify the execution creditor of the existence of any such claim to enable the latter to give notice in terms of section 66 (2) of the Act.

(4) The messenger may by notice, served in like manner as a summons, require the execution debtor to deliver to him forthwith all documents in his possession or under his control relating in any way to his title to the said property.

(5) Where the said property is situate in a district other than that in which the judgment was given, the party requiring execution shall forward the warrant of execution to the messenger to the court of the district in which the said property is situate, who shall proceed to attach the property in the manner provided in this rule.

(6) (a) The messenger shall appoint a day and place for the sale of such property which day shall, except by special leave of the court, be not less than 1 month after service of the notice of attachment;

(b) the execution creditor shall, after consultation with the messenger, prepare a notice of sale containing a short description of the property and its situation, the date, time and place for the holding of the sale and the material conditions thereof and furnish the messenger with as many copies of the said notice as he may require;

(c) the messenger shall indicate 1 English and 1 Afrikaans newspaper circulating in the district in which the property is situate and require the execution creditor to publish the said notice once in each of the said newspapers and in the *Gazette* not later than 7 days before the date appointed for the sale and to furnish him not later

van elk van die genoemde nuusblaai en van die nommer van die *Staatskoerant* waarin die kennisgewing verskyn het, voorsien;

(d) die geregsbode moet minstens 7 dae voor die dag van die verkoping 'n afskrif van die kennisgewing van verkoping in paragraaf (b) genoem per aangetekende pos stuur aan elke eksekusieskuldeiser wat 'n lasbrief vir eksekusie ingedien het en aan elke verbandhouer met betrekking tot die onroerende goed wie se adres redelikerwys vasgestel kan word;

(e) die geregsbode moet minstens 7 dae voor die dag wat vir die verkoping vasgestel is, 1 afskrif van die kennisgewing op die kennisgewingbord of die deur van die hofgebou of 'n ander openbare gebou waarin die hof gehou word en 1 afskrif op of so na moontlik aan die plek waar die genoemde verkoping werklik gaan plaasvind, aanbring.

(7) (a) Die verkoopvoorwaardes moet deur die eksekusieskuldeiser opgestel word en moet onder andere bepaal dat die koper enige rente wat aan 'n preferente skuldeiser betaalbaar is vanaf die datum van die verkoping van die goed tot die datum van oordrag daarvan, moet betaal. Die eksekusieskuldeiser moet minstens 28 dae voor die vasgestelde datum van die verkoping 2 afskrifte van die verkoopvoorwaardes aan die geregsbode en 1 afskrif daarvan aan elke persoon wat geregtig mag wees om van die verkoping in kennis gestel te word, aflewer.

(b) 'n Belanghebbende party kan minstens 21 dae voor die vasgestelde datum van die verkoping na 24 uur kennisgewing aan sodanige ander persone wat 'n afskrif van die verkoopvoorwaardes ontvang het en aan die eksekusieskuldeiser by 'n regterlike amptenaar aansoek doen om 'n wysiging van sodanige verkoopvoorwaardes en sodanige regterlike amptenaar kan sodanige bevel gee as wat hy billik ag.

(8) Die eksekusieskuldeiser kan 'n aktebesorger vir die doeleindes van oordrag, aanstel.

(9) (a) Die eksekusieskuldeiser of enigeen wat by die behoorlike tegeldemaking van die goed belang het, kan, na kennisgewing aan die geregsbode binne 14 dae na die beslaglegging maar behoudens die bepalinge hieronder, vereis dat sodanige goed deur 'n afslaer in die gewone loop van besigheid verkoop word en kan in sodanige kennisgewing die afslaer wat die verkoping moet doen, benoem.

(b) Waar sodanige kennisgewing deur iemand anders dan die eksekusieskuldeiser gegee word, moet sodanige kennisgewing vergesel gaan van 'n bedrag wat voldoende is om die bykomende onkoste van verkoping deur 'n afslaer in die gewone loop van besigheid te dek, en by versuim om sodanige bedrag te betaal is die kennisgewing nietig en sodanige kennisgewing vervul ook as die dienste van 'n afslaer inderdaad nie verkrygbaar is nie. As daar 'n oorskot uit die opbrengs van die goed is, na voltooiing van die vordering van die eksekusieskuldeiser en aan alle lasbriewe vir eksekusie wat by die geregsbode op of voor die dag onmiddellik voor die datum van die verkoping ingedien is en alle koste, word die bedrag soos voornoemd aan die persoon wat dit betaal het, terugbetaal, maar as daar nie so 'n oorskot is nie, word sodanige bedrag, vir sover dit nodig is, aangewend om die afslaer se gelde en onkoste te dek.

(c) In die geval van 2 of meer sodanige kennisgewings, het die eerste voorkeur.

(10) Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die goed word, behoudens die bepalinge van artikel 66 (2) van die Wet en die ander verkoopvoorwaardes, aan die hoogste bieder verkoop.

(11) Die verkoping vind plaas voor die hofgebou van die distrik of, indien goeie redes aangevoer word, op sodanige ander plek as wat die landdros bepaal.

than the day prior to the date of the sale with 1 copy of each of the said papers and with the number of the *Gazette* in which the notice appeared;

(d) not less than 7 days prior to the date of the sale the messenger shall forward by registered post a copy of the notice of sale referred to in paragraph (b) to every execution creditor who has lodged a warrant of execution and to every mortgagee in respect of the immovable property whose address is reasonably ascertainable;

(e) not later than 7 days before the day appointed for the sale the messenger shall affix 1 copy of the notice on the notice board or door of the court-house or other public building in which the said court is holden and 1 copy at or as near as may be to the place where the said sale is actually to take place.

(7) (a) The conditions of sale shall be prepared by the execution creditor and shall, *inter alia*, provide for payment by the purchaser of any interest due to a preferent creditor from the date of sale of the property to date of transfer. The execution creditor shall not less than 28 days prior to the appointed date of sale, deliver 2 copies of the conditions of sale to the messenger and 1 copy thereof to each person who may be entitled to notice of the sale.

(b) Any interested party may not less than 21 days prior to the appointed date of sale, upon 24 hours' notice to such other persons as may have received a copy of such conditions of sale and to the execution creditor, apply to a judicial officer for a modification of such conditions of sale and such judicial officer may make such order as he may deem just.

(8) The execution creditor may appoint the conveyancer for the purposes of transfer.

(9) (a) The execution creditor or any person having an interest in the due and proper realisation of such property may, by notice given to the messenger within 14 days after attachment, but subject to the provisions hereinafter contained, require that such property shall be sold by an auctioneer in the ordinary course of business and may in such notice nominate the auctioneer to be employed.

(b) Where such notice is given by any person other than the execution creditor, such notice shall be accompanied by the deposit of a sum sufficient to cover the additional expense of sale by an auctioneer in the ordinary course of business, and in default of such a deposit such notice shall be void, and such notice shall lapse if in fact the services of an auctioneer are not obtainable. If after satisfying the claim of the execution creditor and all warrants of execution lodged with the messenger on or before the day immediately preceding the date of the sale and all costs there are surplus proceeds of such property, such deposit shall be returned to the depositor, but if there is not such a surplus such deposit shall, as far as may be necessary, be applied in payment of the auctioneer's fees and expenses.

(c) If 2 or more such notices are given, the first shall have the preference.

(10) The sale shall be by public auction without reserve and the property shall, subject to the provisions of section 66 (2) of the Act and to the other conditions of sale, be sold to the highest bidder.

(11) The sale shall be held in front of the court-house of the district or, for good cause shown, at such other place as the magistrate may determine.

(12) Waar die genoemde goed in 'n ander distrik as die distrik waar die vonnis gegee is, geleë is, vind die verkoping van die goed op die wyse in hierdie reël voorgeskryf, plaas deur die geregsbode van die distrik waarin die goed geleë is.

(13) Die geregsbode gee oordrag aan die koper teen betaling van die koopsom en by nakoming van die verkoopvoorwaardes en hy kan vir dié doel alle handeling verrig wat nodig is om registrasie van die oordrag te bewerkstellig en 'n handeling aldus deur hom verrig is net so geldig en doeltreffend asof hy eienaar van die goed was.

(14) (a) Behoudens die bepalings van paragraaf (b), moet alle gelde ten opsigte van die koopprys aan die geregsbode en nie aan die eksekusieskuldeiser of iemand namens hom nie, betaal word. Die geregsbode moet onverwyld sodanige gelde geregtelik inbetaal en betaal nie die koopsom uit voordat oordrag aan die koper gegee is nie.

(b) Die geregsbode moet onmiddellik na die verkoping 'n distribusieplan van die ontvangte koopsom in voorrangorde, soos hieronder in hierdie reël bepaal, opstel en sodanige plan lê in sy kantoor vir 'n tydperk van 14 dae ter insae van persone wat 'n belang daarin het, tensy al sodanige persone die geregsbode skriftelik in kennis stel dat hulle geen beswaar teen sodanige plan het nie, en 'n afskrif daarvan moet by die klerk van die hof ingedien word.

(c) Na aftrekking van die koste van tenuitvoerlegging van die koopsom, geld die volgende rangorde van voorkeur:—

(i) Die vorderings van skuldeisers wat voorkeur het met betrekking tot die vonnisskuld in hul wetlike voorrangorde;

(ii) die vordering van die eksekusieskuldeiser vir die bedrag waarvoor hy vonnis verkry het, plus koste asook die vorderings van ander eksekusieskuldeisers wat lasbriewe kragtens reël 39 (2) ingedien het, plus koste.

(iii) vorderings van skuldeisers wat ten opsigte van daardie goed verseker is in hul wetlike voorrangorde.

(d) Iemand wat 'n belang in sodanige plan het en daarteen beswaar maak, moet, binne 14 dae, skriftelik aan die geregsbode, die klerk van die hof en alle ander persone wat 'n belang daarin het besonderhede van sy beswaar mededeel en kan sodanige plan voor die hof vir hersiening bring.

(e) Sodanige hersiening geskied met 4 dae kennisgewing aan die persone in paragraaf (d) genoem.

(f) By hersiening kan die hof die geskilpunt summier aanhoor en beslis en kan daarna die distribusieplan wysig of bekragtig of sodanige bevel gee as wat hy billik ag.

(g) Indien—

(i) geen beswaar teen so 'n plan ingedien word nie; of

(ii) die persone wat 'n belang het, te kenne gee dat hulle daarmee saamstem; of

(iii) die plan by hersiening gewysig of bekragtig word,

moet die klerk van die hof, na voorlegging van bewys dat oordrag aan die koper gegee is, die bedrag wat kragtens paragraaf (a) geregtelik inbetaal is, aan die geregsbode uitbetaal en wanneer die geregsbode sodanige bedrag van die klerk van die hof ontvang, betaal hy dit uit in ooreenstemming met die distribusieplan en enige oorskot word, behoudens die bepalings van artikel 71 van die Wet, aan die eksekusieskuldenaar, indien hy gevind kan word, betaal: Met dien verstande dat waar die geregsbode 'n amptenaar van die Staatsdiens is en gesertifiseer het dat geen beswaar teen sodanige plan ingedien

(12) Where the said property is situate in a district other than that in which the judgment was given, the sale of the said property shall be effected by the messenger of the court of the district in which it is situate in the manner provided by this rule.

(13) The messenger shall give transfer to the purchaser against payment of the purchase money and upon performance of the conditions of sale and may for that purpose do anything necessary to effect registration of transfer, and anything so done by him shall be as valid and effectual as if he were the owner of the property.

(14) (a) Subject to the provisions of paragraph (b), all moneys in respect of the purchase price shall be paid to the messenger of the court and not to the execution creditor or any other person on his behalf. The messenger shall forthwith pay such moneys into court and shall not pay out the purchase money until transfer has been given to the purchaser.

(b) The messenger shall immediately after the sale prepare in order of preference as hereinafter provided in this rule, a plan of distribution of the purchase money received and such plan shall lie in his office for inspection of persons having an interest therein for a period of 14 days, unless all such persons inform the messenger in writing that they have no objection to such plan, and a copy thereof shall be lodged with the clerk of the court.

(c) After deduction from the purchase money of the costs of execution, the following shall be the order of preference:—

(i) The claims of any creditors ranking in priority to the judgment debt in their legal order of preference;

(ii) the claim of the execution creditor to the extent of his judgment plus costs and the claims of other execution creditors who have lodged warrants of execution in terms of rule 39 (2) plus costs;

(iii) the claims of creditors secured in respect of that property in their legal order of preference.

(d) Any person having an interest in such plan and objecting thereto shall, within 14 days, give notice in writing to the messenger, the clerk of the court and all other persons having an interest therein of the particulars of his objection and may bring such plan before the court for review.

(e) Such review shall be on 4 days' notice to the persons mentioned in paragraph (d).

(f) The court, on review, may hear and determine the matter in dispute in a summary manner and may thereafter amend or confirm the plan of distribution or may make such order as may be just.

(g) If—

(i) no objection be lodged to such plan; or

(ii) the persons having an interest signify their concurrence therewith; or

(iii) the plan is amended or confirmed on review,

the clerk of the court shall, on production of evidence that transfer has been given to the purchaser, pay to the messenger the amount paid into court under paragraph (a) and when the messenger has received such amount from the clerk of the court, he shall pay it out in accordance with the plan of distribution and any surplus shall, subject to the provisions of section 71 of the Act, be paid to the execution debtor, if he can be found: Provided that if the messenger is an officer of the Public Service and has certified that no objection has been lodged against such plan or that all the persons having an interest therein

is nie of dat alle persone wat 'n belang daarin het hom in kennis gestel het dat hulle geen beswaar het nie of dat dit in ooreenstemming met 'n bevel van die hof gewysig is of dat dit by hersiening bekragtig is, sodanige bedrag deur die klerk van die hof of iemand deur hom daartoe gemagtig in ooreenstemming met die distribusieplan aldus gesertifiseer, uitbetaal word.

(h) Die bepalings van reël 18 (10) is, behoudens die bepalings van artikel 71 van die Wet, *mutatis mutandis* van toepassing met betrekking tot enige oorskot wat nie kragtens paragraaf (g) aan 'n eksekusieskuldenaar uitbetaal is nie.

(15) Die geregsbode moet, wanneer hy ingevolge reël 8 (4) (a) kennis gee van die uitslag van die tenuitvoerlegging, ook aandui hoe oor die bedrag wat hy ingevorder het, beskik is, en die kennisgewing aan die klerk van die hof word gesteun deur 'n kwitansie vir elke bedrag deur hom uitbetaal.

REËL 44.

Tussenpleitvorderings.

44. (1) (a) Wanneer 'n derde party (hieronder in hierdie reël die „applikant” genoem) in sy bewaring of besit goed het waarop 2 of meer persone (hieronder in hierdie reël die „aanspraakmakers” genoem) strydige eise maak, kan die applikant 'n dagvaarding in die vorm vir daardie doel in Bylae 1 van hierdie reëls voorgeskryf, uitneem waarin die aanspraakmakers opgeroep word om te verskyn en die aard en besonderhede van hul eise uiteen te sit en om sodanige eise te laat beslis.

(b) As die betrokke goed uit geld bestaan, betaal die applikant by die uitneem van die dagvaarding die bedrag daarvan geregtelik in.

(c) Die applikant moet 'n beëdigde verklaring by die dagvaarding aanheg waarin vermeld word—

(i) dat hy nie aanspraak maak op enige belang in die onderwerp van die geskil nie anders as vir uitgawes of koste;

(ii) dat hy nie met enige van die aanspraakmakers saamspan nie; en

(iii) dat in die geval van ander goed as geld wat ingevolge paragraaf (b) geregtelik inbetaal is, hy bereid is om daarvoor te beskik soos die hof gelas.

(2) (a) Wanneer iemand anders as die eksekusieskuldenaar (hieronder in hierdie reël „aanspraakmaker” genoem) aanspraak maak op of in verband met goed waarop die geregsbode in die tenuitvoerlegging van 'n geregtelike prosesstuk beslag gelê het en die eksekusieskuldeiser nie die aanspraak binne die tydperk in reël 39 (6) genoem, erken het nie of wanneer sodanige aanspraakmaker aanspraak maak op die opbrengs van goed aldus op beslag gelê en geregtelik verkoop, moet die geregsbode onverwyld 'n dagvaarding in die vorm vir daardie doel in Bylae 1 van hierdie reëls voorgeskryf, opstel en uitneem waarin die aanspraakmaker en die eksekusieskuldeiser opgeroep word om op die datum in die dagvaarding vermeld te verskyn om die aanspraak van die aanspraakmaker te laat beslis.

(b) (i) Die klerk van die hof onderteken sodanige dagvaarding en reik dit uit sonder betaling van die geld in item 1 van Tabel E voorgeskryf.

(ii) Die hof gelas, wanneer hy vonnis gee, welke party sodanige geld moet betaal en sodanige party betaal vervolgens sodanige geld aan die klerk van die hof.

(c) Iemand wat 'n aanspraak in paragraaf (a) genoem, maak, moet, minstens 7 dae voor die datum in die dagvaarding vermeld, by die geregsbode 'n beëdigde verklaring in drievoud indien waarin besonderhede van sy aanspraak en die gronde daarvoor vermeld word.

have informed him that they have no objection or that it has been amended in accordance with an order of the court or that it has been confirmed on review, such amount shall be paid out by the clerk of the court or any person authorised thereto by him in accordance with the plan of distribution so certified.

(h) The provisions of rule 18 (10) shall, subject to the provisions of section 71 of the Act, *mutatis mutandis* apply to any surplus amount not paid out to an execution debtor under paragraph (g).

(15) The Messenger shall, when notifying the result of the execution in terms of rule 8 (4) (a), also show the disposal of the amount recovered by him, and the notification to the clerk of the court shall be supported by a receipt for every amount paid out by him.

RULE 44.

Interpleader Claims.

44. (1) (a) Where any third party (hereinafter in this rule referred to as the “applicant”) has in his custody or possession property to which 2 or more persons (hereinafter in this rule referred to as the “claimants”) make adverse claims the applicant may sue out a summons in the form prescribed for that purpose in Annexure 1 to these rules calling upon the claimants to appear and state the nature and particulars of their claims and have such claims adjudicated upon.

(b) If the property in question consists of money, the applicant shall when suing out the summons pay the amount thereof into court.

(c) The applicant shall annex to such summons an affidavit setting out—

(i) that he claims no interest in the subject matter in dispute other than for charges or costs;

(ii) that he is not colluding with any of the claimants; and

(iii) that in the case of property other than money paid into court in terms of paragraph (b), he is willing to deal with the property as the court may direct.

(2) (a) Where any person other than the execution debtor (hereinafter in this rule referred to as the “claimant”) makes any claim to or in respect of property attached by the messenger in execution of any process of the court and the execution creditor has not admitted the claim within the period referred to in rule 39 (6) or where any such claimant makes any claim to the proceeds of property so attached and sold in execution the messenger shall forthwith prepare and sue out a summons in the form prescribed for the purpose in Annexure 1 to these rules calling upon the claimant and the execution creditor to appear on the date specified in the summons to have the claim of the claimant adjudicated upon.

(b) (i) The clerk of the court shall sign and issue such summons without the fee prescribed in item 1 of Table E being paid.

(ii) The court shall, when giving judgment, direct by which party such fee shall be paid and thereupon such party shall pay such fee to the clerk of the court.

(c) Any person making a claim referred to in paragraph (a) shall, not less than 7 days before the date specified in the summons, lodge with the messenger, an affidavit in triplicate, setting forth the particulars of his claim and the grounds thereof.

(d) Die geregsbode stuur 1 afskrif van sodanige beëdigde verklaring aan die eksekusieskuldeiser en 1 afskrif aan die eksekusieskuldenaar.

(3) Indien 'n aanspraakmaker versuim om uit hoofde van 'n dagvaarding ingevolge hierdie reël uitgeneem, te verskyn of versuim om 'n beëdigde verklaring in subreël (2) (c) genoem voor die datum aldus genoem of binne die verdere tydperk wat die hof mag bepaal, in te dien of verskyn maar versuim of weier om aan enige bevel deur die hof na sy verskynning gegee te voldoen, kan die hof 'n bevel gee wat hom sowel as sy regsopvolgers uitsluit om enige aanspraak ten opsigte van die onderwerp in die dagvaarding genoem teenoor die applikant of die geregsbode te maak.

(4) Indien enige aanspraakmaker in hierdie reël genoem ingevolge die dagvaarding verskyn, kan die hof—

(a) hom beveel om mondeling of skriftelik onder eed of andersins, soos die hof dit dienstig ag, die aard en besonderhede van sy aanspraak uiteen te sit;

(b) beveel dat die geskilpunte verhoor word op 'n dag wat vir daardie doel vasgestel word en, indien sodanige aanspraakmaker 'n aanspraakmaker is soos in subreël (1) bedoel, beveel wie van die aanspraakmakers eiser en wie verweerder vir doeleindes van verhoor moet wees; of

(c) die geskilpunte summier verhoor.

(5) Wanneer die geskilpunte verhoor word, hetsy summier of andersins, is die bepalings van reël 29 ten opsigte van die verhoor van 'n aksie *mutatis mutandis* van toepassing.

(6) Die hof kan, in en vir die doeleindes van tussenpleitverrigtinge, sodanige bevel betreffende bykomende uitgawes van tenuitvoerlegging wat deur die aanspraak meegebring is en betreffende betaling van koste wat deur die applikant of geregsbode aangegaan is, gee as wat billik geag word.

REËL 45.

Ondersoek na die Finansiële Toestand van 'n Vonnisskuldenaar.

45. (1) Hierdie reël is van toepassing op verrigtinge kragtens artikel 65 van die Wet en enige subartikel waarna hieronder verwys word, is 'n verwysing na die subartikel van daardie artikel van die Wet.

(2) Die kennisgewing uitgereik kragtens subartikel (1), waarby die vonnisskuldenaar aangesê word om voor die hof *in camera* te verskyn, moet in druk wees en moet die datum van die vonnis, die bedrag daarvan, die saldo van die kapitaal, rente, en koste as daar is, verskuldig op die datum van uitreiking of her-uitreiking van sodanige kennisgewing aandui en moet gesteun word deur 'n beëdigde verklaring waarin vermeld word—

(a) die datum van die vonnis;

(b) dat die vonnis vir 'n tydperk van 10 dae vanaf die datum daarvan of na afloop van die tydperk van opskorting onvoldaan gebly het en, in laasgenoemde geval, ook die datum waarop die tydperk van opskorting ten einde geloop het; en

(c) dat die hof nie uit hoofde van die bepalings van artikel 18 van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), daarvan uitgesluit is om 'n order of bevel soos in daardie artikel genoem, te gee nie.

(3) Die woorde „Neem ook kennis dat die hof, op aansoek van die vonnisskuldeiser, magtiging kan verleen tot die uitreiking van 'n lasbrief vir u arrest ingeval u in gebreke bly om op die datum in hierdie kennisgewing

(d) The messenger shall forward one copy of such affidavit to the execution creditor and one copy to the execution debtor.

(3) If any claimant does not appear in pursuance of any summons sued out under this rule or fails to file an affidavit referred to in subrule (2) (c) before the date so referred to or within such further period as the court may allow or appears but fails or refuses to comply with any order made by the court after his appearance, the court may make an order declaring him and all persons thereafter claiming under him barred from making any claim in respect of the subject matter referred to in the summons against the applicant or the messenger.

(4) If any claimant referred to in this rule appears in pursuance of the summons, the court may—

(a) order him to state, orally or in writing on oath or otherwise, as the court may deem expedient, the nature and particulars of his claim;

(b) order that the matters in issue shall be tried on a day to be appointed for that purpose and, if any such claimant is a claimant referred to in subrule (1), order which of the claimants shall be plaintiff and which defendant for the purpose of trial; or

(c) try the matters in dispute in a summary manner.

(5) Where the matters in issue are tried, whether summarily or otherwise, the provisions of rule 29 as to the trial of an action shall *mutatis mutandis* apply.

(6) The court may, in and for the purposes of any interpleader proceedings, make such order as to any additional expenses of execution occasioned by the claim and as to payment of costs incurred by the applicant or messenger as may be just.

RULE 45.

Enquiry into Financial Position of Judgment Debtor.

45. (1) This rule shall apply to proceedings under section 65 of the Act and any subsection hereinafter referred to is a reference to the subsection of that section of the Act.

(2) The notice under subsection (1) calling upon the judgment debtor to appear before the court in chambers shall be on a printed form and shall show the date of the judgment, the amount thereof, the balance of the capital, interest, if any, and cost owing as at the date of issue or reissue of such notice and shall be supported by an affidavit stating—

(a) the date of the judgment;

(b) that the judgment has remained unsatisfied for a period of 10 days from the date thereof or from the expiration of the period of suspension and, if the latter, also the date on which the period of suspension expired; and

(c) that the court is not barred by the provisions of section 18 of the Hire-Purchase Act, 1942 (Act No. 36 of 1942), from making an order referred to in that section.

(3) The words “Also take notice that the court may upon the application of the judgment creditor authorise a warrant for your arrest should you fail to appear before

vermeld voor die hof te verskyn.", wat in die kennisgewing waarin die vonnis skuldenaar aangesê word om vir 'n ondersoek na sy finansiële toestand te verskyn, voorkom, moet in vet letters gedruk wees.

(4) Enige verandering in die kennisgewing in subreël (2) genoem, moet deur die vonnis skuldeiser of sy prokureur en deur die klerk van die hof voor uitreiking of heruitreiking geparafeer word.

(5) Wanneer die vonnis in subartikel (1) genoem in 'n ander hof as die hof van die distrik waar die ondersoek gehou word, gegee is, moet die klerk van die hof die kennisgewing nie uitreik nie voordat 'n afskrif by hom ingedien is van die vonnis van sodanige ander hof, behoorlik deur die klerk van daardie ander hof getuig, wat ook moet sertifiseer dat die hof nie uit hoofde van die bepalings van artikel 18 van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), daarvan uitgesluit is om 'n order of bevel in daardie artikel genoem, te gee nie.

(6) Die skriftelike aanbod in subartikel (4) genoem, moet in die vorm van 'n beëdigde verklaring wees waarin uiteengesit word—

- (a) die volle name van die vonnis skuldenaar, sy woon- en sakeadres;
- (b) die naam en adres van sy werkgever;
- (c) sy huwelikstaats;
- (d) die aantal, verwantskap en ouderdom van sy afhanklikes;
- (e) sy bates en laste;
- (f) sy bruto weeklikse of maandelikse inkomste (met inbegrip van dié van sy eggenote en afhanklikes) en uitgawes;
- (g) die aantal skuldbeslagorders of ander hofbevele teen hom en die totale bedrag ingevolge daarvan betaalbaar;
- (h) sy aanbod en die datums van die voorgestelde paaientente.

(7) Wanneer die hof kragtens subartikel (3) die betekening van 'n kennisgewing op 'n ander wyse dan 'n persoonlike betekening gemagtig het, kan die hof ten spyte van die feit dat betekening op die wyse deur hom gemagtig, geskied het, nogtans weier om die uitreiking van 'n lasbrief vir arres te magtig indien hy nie oortuig is dat die kennisgewing inderdaad tot die wete van die vonnis skuldenaar gekom het nie.

(8) Die magtiging tot die uitreiking van 'n lasbrief kragtens subartikel (5) (a) verval indien die lasbrief nie binne 1 jaar na die datum van die magtiging uitgereik word nie: Met dien verstande dat indien daar tot tevredeheid van die hof bewys word dat daar om gegronde redes nie binne genoemde tydperk aan die magtiging uitvoering gegee is nie, die hof op aansoek die tydperk met 'n tydperk van hoogstens 12 maande kan verleng.

(9) Die tenuitvoerlegging van enige lasbrief in subartikel (7) genoem, kan te eniger tyd op versoek van die vonnis skuldeiser of deur die hof om gegronde rede opgeskort word.

(10) (a) Die kennisgewing in subartikel (9) (a) genoem, moet in 'n gedrukte vorm wees en moet op die voorkant daarvan die volgende endossement in vet letters bevat:—

„Neem verder kennis dat indien u versuim om op die datum in hierdie kennisgewing vermeld, te verskyn, die hof kragtens artikel 65 (9) (d) van voornoemde Wet op aansoek van die vonnis skuldeiser 'n order kan uitvaardig vir u gevangesetting vir 'n tydperk van hoogstens 30 dae en die uitreiking van 'n lasbrief vir u arres en aanhouding in 'n gevangenis kan magtig.”

the court on the date specified in this notice.”, appearing on the notice to the judgment debtor to attend an enquiry into his financial position, shall be in bold type.

(4) Any alterations in the notice referred to in subrule (2) shall be initialed by the judgment creditor or his attorney and by the clerk of the court before issue or reissue.

(5) When the judgment referred to in subsection (1) has been given in any court other than the court of the district in which the enquiry is held, the clerk of the court shall not issue the notice until there is lodged with him a copy of the judgment of such other court duly certified by the clerk of that court, who shall also certify that the court is not barred by the provisions of section 18 of the Hire-Purchase Act, 1942 (Act No. 36 of 1942), from making an order referred to in that section.

(6) The written offer referred to in subsection (4) shall be in affidavit form setting out—

- (a) the full names of the judgment debtor, his residential and business addresses;
- (b) the name and address of his employer;
- (c) his marital status;
- (d) the number, relationship and age of his dependants;
- (e) his assets and liabilities;
- (f) his gross weekly or monthly income (including that of his spouse and dependants) and expenses;
- (g) the number of garnishee or other court orders against him and the total amount payable thereunder;
- (h) his offer and the dates of the proposed instalments.

(7) Whenever the court has in terms of subsection (3) authorised the service of a notice in some manner other than a personal service the court may, notwithstanding the fact that service was effected in the manner authorised by it, nevertheless refuse to authorise the issue of a warrant of arrest if it is not satisfied that the notice had in fact come to the knowledge of the judgment debtor.

(8) The authority for the issue of a warrant under subsection (5) (a) shall lapse if the warrant is not issued within 1 year from the date of its authorisation: Provided that if it is proved to the satisfaction of the court that for good cause the authority was not acted upon within that period, the court may, on application, extend that period by a period not exceeding 12 months.

(9) The execution of any warrant referred to in subsection (7) may at any time be stayed at the request of the judgment creditor or by the court for good cause shown.

(10) (a) The notice referred to in subsection (9) (a) shall be on a printed form and shall bear on the face of it the following endorsement printed in bold type:—

“Further take notice that in terms of section 65 (9) (d) of the aforementioned Act the court may, upon the application of the judgment creditor, make an order for your committal for a period not exceeding 30 days and may authorise the issue of a warrant for your arrest and detention in prison should you fail to appear on the date specified in this notice.”

(b) Sodanige kennisgewing word—

(i) gesteun deur 'n beëdigde verklaring waarin vermeld word die aard van die order wat die hof kragtens subartikel (7) (d) gegee het, die datum waarop dit gegee is, in watter opsig die vonnisskuldenaar versuim het om aan die order te voldoen en die agterstallige bedrag op die datum waarop die kennisgewing uitgereik word; en

(ii) wanneer sodanige kennisgewing uit enige ander hof as die hof wat die order gegee het, uitgereik word, word 'n afskrif van die order deur die ander hof gegee, behoorlik deur die klerk van daardie ander hof getuig, by die klerk van die hof waaruit sodanige kennisgewing uitgereik word, ingedien.

(11) Wanneer die hof kragtens subartikel (9) (b), gelees met subartikel (3), die betekening van 'n kennisgewing op 'n ander wyse dan 'n persoonlike betekening gemagtig het, kan die hof ten spyte daarvan dat betekening op die wyse deur hom gemagtig, geskied het, nogtans weier om 'n order tot die gevangesetting van die vonnisskuldenaar uit te vaardig en om magtiging tot die uitreiking van 'n lasbrief vir sy arrest en aanhouding in 'n gevangenis te verleen indien hy nie oortuig is dat die vonnisskuldenaar inderdaad die kennisgewing te wete gekom het nie.

(12) Vir doeleindes van hierdie reël het die uitdrukking „gedrukte vorm” en „gedruk” 'n betekenis wat met die uitdrukking „gedrukte vorm” in reël 5 ooreenstem.

REËL 46.

Beslaglegging op 'n Skuld by Wyse van 'n Skuldbeslagorder.

46. (1) 'n Aansoek om beslaglegging op skuld moet gesteun word deur 'n beëdigde verklaring waarin vermeld word—

(a) dat die applikant in 'n landdroshof vonnis teen die vonnisskuldenaar verkry het en dat die hof nie uit hoofde van die bepalings van artikel 18 van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), daarvan uitgesluit is om 'n order soos in daardie artikel genoem, te gee nie;

(b) dat dié vonnis nog onvoldaan is, met vermelding van die bedrae wat nog ingevolge daarvan betaalbaar is;

(c) dat geen bevel kragtens artikel 74 van die Wet gegee is nie of indien so 'n bevel wel gegee is, dat dit nie nagekom is nie;

(d) dat die beslagskuldenaar in die distrik woonagtig is, daarin besigheid dryf of daarin werksaam is en die adres van die beslagskuldenaar; en

(e) dat die beslagskuldenaar by die vonnisskuldenaar in die skuld staan of sal staan.

(2) Tensy die vonnis in die hof waar die aansoek gedoen word, gegee is, moet 'n getuigende afskrif van sodanige vonnis aan die beëdigde verklaring geheg word.

(3) Indien die vonnisskuldenaar by 'n ondersoek na sy finansiële toestand of in die ope hof voldoende van die feite in subreël (1) vermeld erken om 'n beslaglegging te regverdig, moet sodanige erkennings genotuleer word en 'n aansoek om 'n skuldbeslagorder kan mondeling sonder beëdigde verklaring gedoen word.

(4) By sodanige aansoek kan die hof sodanige verdere getuigenis as wat hy goedgevind, verlang.

(5) By sodanige aansoek kan die hof die beslagskuldenaar bevel om aan die vonnisskuldeiser of sy prokureur sodanige bedrag van die skuld wat dan of in die toekoms deur hom aan die vonnisskuldenaar verskuldig is of toekom, te betaal as wat voldoende sal wees om aan

(b) Such notice shall—

(i) be supported by an affidavit setting out the nature of the order made by the court in terms of subsection 7 (d), the date it was made, in what respect the judgment debtor failed to comply with the order and the amount of the arrears as at the date of the notice; and

(ii) where such notice is issued out of any court other than the court which made such order, a copy of the order made by the other court, duly certified by the clerk of such other court, shall be filed with the clerk of the court out of which such notice is issued.

(11) Whenever the court has in terms of subsection (9) (b), read with subsection (3), authorised the service of a notice in some manner other than a personal service, the court may, notwithstanding the fact that service was effected in the manner authorised by it, nevertheless refuse to make an order for the committal of the judgment debtor and to authorise the issue of a warrant for his arrest and detention in prison if it is not satisfied that the notice had in fact come to his knowledge.

(12) For purposes of this rule the expressions “printed form” and “printed” shall have a meaning corresponding to that of the expression “printed form” in rule 5.

RULE 46.

Attachment of a Debt by Garnishee Order.

46. (1) An application for an attachment of a debt shall be supported by an affidavit setting out—

(a) that the applicant has obtained judgment against the judgment debtor in a magistrate's court and that the court is not barred by the provisions of section 18 of the Hire-Purchase Act, 1942 (Act No. 36 of 1942), from making an order referred to in that section;

(b) that such judgment is still unsatisfied, stating the amounts still payable thereunder;

(c) that no order under section 74 of the Act has been made or if such an order has been made that it has not been complied with;

(d) that the garnishee resides, carries on business or is employed within the district and the address of the garnishee; and

(e) that the garnishee is or will be indebted to the judgment debtor.

(2) Unless the judgment was obtained in the court in which the application is made, a certified copy of such judgment shall be annexed to the affidavit.

(3) If the judgment debtor either at an enquiry into his financial position or in open court admits sufficient of the facts set out in subrule (1) to warrant an attachment being granted, such admissions shall be recorded and application for a garnishee order may be made orally without an affidavit.

(4) Upon such application the court may require such further evidence as it may deem fit.

(5) Upon such application the court may order the garnishee to pay to the judgment creditor or his attorney so much of the debt at present or in future owing or accruing from him to the judgment debtor as may be

die genoemde vonnis, tesame met die koste van die skuldbeslagverrigtinge (met inbegrip van die koste van betekening) te voldoen, of by versuim om sodanige betaling te doen om op 'n dag wat in genoemde bevel bepaal word, voor die hof te verskyn om redes aan te voer waarom hy nie sodanige skuld moet betaal nie.

(6) Die klerk van die hof moet op die voorkant van sodanige bevel die datum waarop dit gegee is, aanteken.

(7) Sodanige bevel moet aan die beslagskuldenaar en aan die vonnisskuldenaar beteken word en geld as 'n beslaglegging op genoemde skuld in die hande van die beslagskuldenaar.

(8) Die vonnisskuldenaar moet op die dag wat vir die aanhoring van die aansoek bepaal is, verskyn maar kan nie die juistheid van die vonnis waarop die aansoek berus in twyfel trek nie.

(9) Indien die beslagskuldenaar nie sy aanspreeklikheid teenoor die vonnisskuldenaar betwis nie of nie beweer dat hy 'n skuld teen die vonnisskuldenaar kan verreken nie of dat die skuld waarop beslaglegging verlang word aan iemand anders behoort of onderworpe is aan 'n vordering deur iemand anders nie, of indien hy nie verskyn om redes soos in subreël (5) genoem aan te voer nie, kan die hof die beslagskuldenaar beveel om die skuld (of sodanige gedeelte daarvan as wat die hof bepaal) aan die vonnisskuldeiser of sy prokureur op die datums in die bevel vermeld, te betaal; en indien die beslagskuldenaar versuim om dit te doen, kan 'n lasbrief vir eksekusie vir die bedrag aldus beveel en die koste van genoemde tenuitvoerlegging teen die beslagskuldenaar uitgereik word. Die bepalinge van reëls 36 tot en met 43 is *mutatis mutandis* op tenuitvoerlegging kragtens hierdie subreël van toepassing.

(10) Indien die beslagskuldenaar sy aanspreeklikheid om genoemde skuld te betaal, betwis of aanvoer dat hy 'n ander verweer, skuldvergelyking of teenvordering waarop hy hom sou kon beroep as hy deur die vonnisskuldenaar vir genoemde skuld gedagvaar sou word, kan opwerp, kan die hof die beslagskuldenaar beveel om skriftelik of mondeling, onder eed of andersins, na gelang die hof dienstig ag, die besonderhede van genoemde skuld en sy verweer daarteen uiteen te sit en kan die geskilpunte summier aanhoor en beslis of beveel—

(a) dat die geskilpunte kragtens die gewone procedure van die hof aangehoor word; en

(b) dat, vir doeleindes van sodanige verhoor die vonnisskuldeiser eiser en die beslagskuldenaar, verweerder, of omgekeerd, is.

(11) Indien die beslagskuldenaar aanvoer dat die genoemde skuld behoort aan of onderworpe is aan 'n vordering deur 'n ander persoon kan die hof sodanige ander persoon beveel om te verskyn en die aard en besonderhede van sy vordering uiteen te sit en dit of te verdedig of te laat vaar en kan die aangeleentheid behandel asof die vonnisskuldeiser en sodanige ander persoon kragtens reël 44 aanspraakmakers in 'n tussenpleging was.

(12) Indien die vonnisskuldenaar aanvoer dat aan die vonnis voldoen is of om 'n ander rede nie teen hom geld nie, of dat die beslagskuldenaar nie by hom in die skuld staan nie, kan die hof die geskil summier aanhoor.

(13) Na aanhoring van die partye of dié van hulle wat verskyn, kan die hof—

(a) die beslagskuldenaar kragtens subreël (5) beveel om te betaal;

(b) die aanspraak van enige persoon op die skuld waarop beslag gelê is as uitgesluit verklaar;

(c) die aansoek afwys;

(d) sodanige ander bevel gee as wat billik mag wees.

sufficient to satisfy the said judgment, together with the costs of the garnishee proceedings (including the costs of service), or failing such payment to appear before the court on a day to be named in the said order and show cause why he should not pay such debt.

(6) The clerk of the court shall note upon the face of such order the day it was made.

(7) Such order shall be served upon the garnishee and upon the judgment debtor and shall operate as an attachment of the said debt in the hands of the garnishee.

(8) The judgment debtor shall appear on the day fixed for the hearing of the application, but may not question the correctness of the judgment on which the application is based.

(9) If the garnishee does not dispute his indebtedness to the judgment debtor, or allege that he has a set-off against the judgment debtor or that the debt sought to be attached belongs to or is subject to a claim by some other person, or if he shall not appear to show cause as provided in subrule (5), the court may order the garnishee to pay the debt (or such portion of it as the court may determine) to the judgment creditor or his attorney on the dates set out in the said order; and should the garnishee make default, execution for the amount so ordered and costs of the said execution may be issued against the garnishee. The provisions of rules 36 to 43 inclusive shall *mutatis mutandis* apply to execution in terms of this subrule.

(10) If the garnishee disputes his liability to pay the said debt or alleges that he has any other defence, set-off or claim in reconvention which would be available to him if he were sued for the said debt by the judgment debtor, the court may order the garnishee to state, orally or in writing, on oath or otherwise, as to the court may seem expedient, the particulars of the said debt and of his defence thereto and may either hear and determine the matters in dispute in a summary manner or may order—

(a) that the matters in issue shall be tried under the ordinary procedure of the court; and

(b) that, for the purpose of such trial, the judgment creditor shall be plaintiff and the garnishee defendant, or *vice versa*.

(11) If the garnishee alleges that the said debt belongs to or is subject to a claim by some other person the court may order such other person to appear and state the nature and particulars of his claim and either to maintain or relinquish it, and may deal with the matter as if the judgment creditor and such other person were claimants in interpleader in terms of rule 44.

(12) If the judgment debtor alleges that the judgment has been satisfied or is for some other reason not operative against him, or that the garnishee is not indebted to him, the court may try the issue summarily.

(13) After hearing the parties or such of them as appear the court may—

(a) order payment by the garnishee in terms of subrule (5);

(b) declare the claim of any person to the debt attached to be barred;

(c) dismiss the application;

(d) make such other order as may be just.

REËL 47.

Beslaglegging op Besoldiging by Wyse van 'n Skuld-beslagorder.

47. (1) Aansoek om beslaglegging op besoldiging word gedoen by kennisgewing aan die vonnisskuldenaar.

(2) Die kennisgewing word gesteun deur 'n beëdigde verklaring waarin vermeld word—

(a) die besonderhede in reël 46 (1) (a), (b), (c) en (d) vermeld;

(b) dat besoldiging verskuldig is of in die toekoms verskuldig sal wees deur die beslagskuldenaar of van hom toekom of sal toekom aan die vonnisskuldenaar;

(c) die weeklikse of maandelikse bedrag waarom aansoek gedoen sal word; en

(d) dat die vonnisskuldenaar voldoende middele sal oorhê om homself en sy afhanklikes te onderhou nadat aan die order voldoen is.

(3) By aanhoring van die aansoek kan die hof, behoudens die bepalinge van artikel 72 van die Wet, die beslagskuldenaar beveel om aan die vonnisskuldeiser of sy prokureur uit die besoldiging wat aan die vonnisskuldenaar toekom sodanige bedrae op sodanige toekomstige datums as wat die hof bepaal, te betaal. Sodanige bevel word deur die geregsbode aan die beslagskuldenaar beteken.

(4) Indien die beslagskuldenaar versuim om sodanige bedrae op die datums in die bevel genoem aan die vonnisskuldeiser of sy prokureur te betaal, kan die vonnisskuldeiser, na kennisgewing aan die beslagskuldenaar, om 'n lasbrief vir eksekusie teen die beslagskuldenaar aansoek doen.

(5) Na aanhoring van die partye kan die hof—

(a) die aansoek afwys;

(b) beveel dat 'n lasbrief vir eksekusie teen die beslagskuldenaar uitgereik word ten opsigte van enige bedrag wat deur hom betaalbaar is en wat nog onbetaal is en van enige koste wat hy beveel is om te betaal;

(c) beveel dat die koste van die aansoek deur die een of die ander party betaal word;

(d) die aansoek kragtens artikel 72 (7) van die Wet uitstel;

(e) sodanige ander bevel gee as wat billik geag word.

(6) Die bepalinge van reël 46 (2) tot en met (12) is *mutatis mutandis* op aansoeke kragtens hierdie reël van toepassing.

REËL 48.

Administrasie-orders.

48. (1) Indien die administrateur 'n amptenaar van die Staatsdiens is, val die besoldiging in artikel 74 (11) van die Wet genoem die Staat toe.

(2) Verrigtinge vir die opskorting, wysiging of vernietiging van 'n administrasie-order kan op aansoek deur enige belanghebbende party ingestel word. Wanneer die aansoek deur die skuldeiser gedoen word, moet kennis aan die skuldenaar en die administrateur gegee word en wanneer die aansoek deur die skuldenaar gedoen word, moet kennis aan alle ander belanghebbende partye gegee word.

(3) Wanneer 'n order kragtens artikel 74 (1) van die Wet gegee word, moet die klerk van die hof die administrateur daarvan in kennis stel.

(4) Die aansoek en state in artikel 74 (1) en (2) van die Wet genoem, moet minstens 10 dae voor die aanhoring van die aansoek by die klerk van die hof ingedien word.

RULE 47.

Attachment of Emoluments by Garnishee Order.

47. (1) Application for the attachment of emoluments shall be on notice to the judgment debtor.

(2) The notice shall be supported by an affidavit which shall set forth—

(a) the particulars specified in rule 46 (1) (a), (b), (c) and (d);

(b) that emoluments are or will in future be owing or accruing to the judgment debtor by or from the garnishee;

(c) the weekly or monthly amount to be applied for; and

(d) that sufficient means will after the satisfaction of the order be left to the judgment debtor to maintain himself and those dependent on him.

(3) At the hearing of the application the court may, subject to the provisions of section 72 of the Act, order the garnishee to pay to the judgment creditor or his attorney out of emoluments accruing to the judgment debtor such sums at such future times as it may direct. Such order shall be served on the garnishee by the messenger.

(4) If the garnishee fails to pay to the judgment creditor or his attorney the sums of money at the times specified in such order, the judgment creditor may, on notice to the garnishee, make application for an order that execution issue against the garnishee.

(5) After hearing the parties the court may—

(a) dismiss the application;

(b) order that execution issue against the garnishee in respect of any sums payable and unpaid and of any costs ordered to be paid by him;

(c) order that the costs of the application be paid by either party;

(d) postpone the application in terms of section 72 (7) of the Act;

(e) make such other order as may be just.

(6) The provisions of rule 46 (2) to (12) inclusive, shall *mutatis mutandis* apply to applications in terms of this rule.

RULE 48.

Administration Orders.

48. (1) Should the administrator be an officer of the Public Service the remuneration referred to in section 74 (11) of the Act shall accrue to the State.

(2) Proceedings for the suspension, variation or rescission of an administration order may be instituted by any interested party on application. Where the application is made by the creditor, notice shall be given to the debtor and the administrator and where the application is made by the debtor, notice shall be given to all other interested parties.

(3) The clerk of the court shall notify the administrator upon an order in terms of section 74 (1) of the Act being granted.

(4) The application and statements referred to in section 74 (1) and (2) of the Act shall be lodged with the clerk of the court at least 10 days before the hearing of the application.

(5) Die skuldenaar moet toesien dat alle kennisgewings kragtens artikel 74 (3) van die Wet, die nommer van die aansoek bevat.

REËL 49.

Hersiening van Vonnisse.

49. (1) 'n Party in 'n aksie of verrigtinge waarin 'n vonnis by verstek gegee is, kan by die hof aansoek doen om sodanige vonnis te vernietig of te wysig mits die aansoek vir aanhoring op 'n datum binne 6 weke nadat hy sodanige vonnis te wete gekom het, ter rolle geplaas word.

(2) Sodanige aansoek geskied by wyse van beëdigde verklaring waarin die redes vir die applikant se afwesigheid of versuim om 'n kennisgewing van voorneme om te verdedig of 'n verweerskrif af te lewer en, indien hy die verweerder of respondent is, die gronde van verweer teen die aksie of verrigtinge waarin die vonnis gegee is of van beswaar teen die vonnis, kortliks vermeld word.

(3) Behalwe waar verlof verleen is om as 'n *pro Deo*-gedingvoerder kragtens reël 53 te verdedig, word geen sodanige aansoek vir aanhoring ter rolle geplaas nie alvorens die applikant, in afwagting van die bevel van die hof, die bedrag van die koste wat kragtens sodanige vonnis teen hom toegeken is asook die bedrag van 12 rand as sekerheidstelling vir die koste van die aansoek, geregteelik inbetaal het: Met dien verstande dat die vonniskuldeiser by skriftelike toestemming by die klerk van die hof ingedien, van hierdie vereiste kan afsien.

(4) Indien die bedrag van die koste wat kragtens sodanige vonnis teen die applikant toegeken is nog nie op die datum van aanhoring van die aansoek getakseer is nie, moet die klerk van die hof die bedrag van sodanige koste by benadering bepaal en die bedrag aldus bepaal, moet geregteelik inbetaal word.

(5) Die bepalings van reël 18 (10) is *mutatis mutandis* van toepassing op gelde wat kragtens hierdie reël geregteelik inbetaal is.

(6) Tensy die applikant die teendeel bewys, word vermoed dat hy kennis van sodanige vonnis binne 2 dae na die datum daarvan gedra het.

(7) Die hof kan, by die aanhoring van sodanige aansoek, tensy bewys word dat die applikant opsetlik in gebreke gebly het en mits gegronde rede aangevoer word, die betrokke vonnis vernietig of wysig en kan sodanige bevel gee en uitstel verleen as wat vir die verdere voer van die aksie of aansoek nodig mag wees.

(8) Die hof kan ook sodanige bevel ten opsigte van die gelde wat deur die applikant geregteelik inbetaal is, gee as wat hy goedvind.

(9) Indien die aansoek afgewys word, word die vonnis 'n eindvonnis.

(10) Hierdie reël is *mutatis mutandis* ten opsigte van alle verrigtinge vir die vernietiging of wysiging van enige vonnis van die hof in die uitoefening van sy regsbevoegdheid kragtens artikel 36 van die Wet van toepassing.

(11) Wanneer die vernietiging of wysiging van 'n vonnis op grond daarvan dat dit *ab origine* nietig is of op grond van bedrog of dwaling verlang word, kan aansoek hoogstens 1 jaar nadat die applikant vir die eerste keer sodanige bedrog of dwaling te wete gekom het, gedoen word.

(12) 'n Vonnis van die hof kan op aansoek van iemand wat daardeur geraak word wat nie 'n party in die aksie of aangeleentheid was nie, gedoen binne 1 maand nadat hy dit te wete gekom het, aldus deur die hof vernietig of gewysig word.

(13) Die bepalings van subreëls (1) tot en met (9) is *mutatis mutandis* op enige sodanige aansoek van toepassing.

(5) The debtor shall ensure that all notices given in terms of section 74 (3) of the Act bear the number of the application.

RULE 49.

Review of Judgments.

49. (1) Any party to an action or proceedings in which a default judgment is given may apply to the court to rescind or vary such judgment provided that the application shall be set down for hearing on a date within 6 weeks after such judgment has come to his knowledge.

(2) Every such application shall be on affidavit which shall set forth shortly the reasons for the applicant's absence or default of delivery of a notice of intention to defend or of a plea and, if he be the defendant or respondent, the grounds of defence to the action or proceedings in which the judgment was given or of objection to the judgment.

(3) Save where leave has been given to defend as a *pro Deo* litigant in terms of rule 53, no such application shall be set down for hearing until the applicant has paid into court, to abide the directions of the court, the amount of the costs awarded against him under such judgment and also the sum of R12 as security for the costs of the application: Provided that the judgment creditor may by consent in writing lodged with the clerk of the court, waive compliance with this requirement.

(4) Where the amount of the costs awarded against the applicant under such judgment has not at the date of the hearing of the application been taxed the clerk of the court shall assess the approximate amount of such costs and the amount so assessed shall be paid into court.

(5) The provisions of rule 18 (10) shall *mutatis mutandis* apply to moneys paid into court under this rule.

(6) Unless the applicant proves the contrary, it shall be presumed that he had knowledge of such judgment within 2 days after the date thereof.

(7) The court may on the hearing of any such application, unless it is proved that the applicant was in wilful default and if good cause be shown, rescind or vary the judgment in question and may give such directions and extensions of time as may be necessary in regard to the further conduct of the action or application.

(8) The court may also make such order as may be just in regard to moneys paid into court by the applicant.

(9) If such application is dismissed, the judgment shall become a final judgment.

(10) This rule shall *mutatis mutandis* govern all proceedings for the rescission or variation of any judgment by the court in the exercise of the jurisdiction conferred by section 36 of the Act.

(11) Where rescission or variation of a judgment is sought on the ground that it is void *ab origine* or was obtained by fraud or mistake, application may be made not later than 1 year after the applicant first had knowledge of such fraud or mistake.

(12) Any judgment of the court may, on the application of any person affected thereby who was not a party to the action or matter made within 1 month after he has knowledge thereof, be so rescinded or varied by the court.

(13) The provisions of subrules (1) to (9) inclusive shall *mutatis mutandis* apply to any such application.

REËL 50.

Appèlle en Oorplasing van Aksies na Landdroshowe.

50. (1) Wanneer 'n reg van appèl na 'n landdroshof bestaan, kan sodanige appèl aangeteken word deur die aflewering van 'n kennisgewing binne 7 dae na die datum van die vonnis waarteen geappelleer word.

(2) Die kennisgewing van appèl moet die gronde van appèl bondig en duidelik vermeld.

(3) Die party wat die appèl aanteken, moet daarmee binne 21 dae nadat dit aangeteken is, voortgaan.

(4) Die aanhoor van die appèl is onderworpe aan die aflewering deur die appellant van 'n kennisgewing van terolleplasing vir 'n dag deur die klerk van die hof goedgekeur.

(5) Sodanige kennisgewing moet ten minste 7 dae voor die dag van aanhoring afgelewer word.

(6) Die appellant moet te eniger tyd na aflewering van die kennisgewing van appèl maar nie later as die aflewering van die kennisgewing van terolleplasing nie, die notule, of 'n behoorlik gewaarmerkte afskrif daarvan, van die verrigtinge wat tot die vonnis of beslissing waarteen geappelleer word aanleiding gegee het, by die klerk van die hof laat indien.

(7) Behoudens die bepalinge van enige ander wet wat die prosedure van die hof ten opsigte van sodanige appèlle reël, kan die hof, in die uitoefening van sy diskresie, aan 'n party verlof verleen om by die aanhoor van die appèl mondelinge getuienis aan te voer of oorgaan tot algehele of gedeeltelike herverhoor.

(8) Die hof kan in die uitoefening van sy diskresie die koste wat in die appèl aangegaan is aan enigeen van die partye toeken. Sodanige koste moet getakseer word volgens sodanige tarief van koste wat vir aksies in die hof voorgeskryf is, as wat die hof gelas.

(9) Die dagvaarding of ander eerste dokument wat uitgereik is in 'n saak wat ingevolge reël 39 (22) van die reëls waarby die verrigtings van die provinsiale en plaaslike afdelings van die Hooggeregshof van Suid-Afrika gereël word na 'n hof oorgeplaas is, hou stand as dagvaarding waarby 'n aksie in die hof waarheen sodanige saak oorgeplaas is, begin word en word, behoudens enige reg wat die verweerder mag hê om eksepsie daarteen op te werp, geag 'n geldige dagvaarding te wees wat ingevolge die reëls uitgereik is en enigiets gedoen of bevel gegee in die hof waaruit sodanige saak oorgeplaas is, word geag gedoen of gegee te gewees het in die hof waarheen sodanige saak aldus oorgeplaas is en die saak word daarop voortgesit vanaf die gepaste stadium volgende op die stadium waarin dit voor sodanige oorplasing gestaak is.

(10) Koste in die saak voor oorplasing soos voornoem aangegaan, word, tensy die hof anders gelas, koste in die geding.

REËL 51.

Appèlle in Siviele Sake.

51. (1) Die regterlike amptenaar moet by ontvangs van 'n skriftelike versoek deur 'n party gedoen binne 7 dae na vonnis en voordat 'n appèl aangeteken word en teen betaling deur sodanige party van 'n geld van R10, wat by wyse van 'n inkomsteseël op sodanige versoek aangebring word, binne 14 dae 'n skriftelike vonnis, wat deel van die stukke in die saak uitmaak, by die klerk van die hof indien waarin vermeld word—

- (a) die feite wat hy bevind het bewys te wees; en
- (b) sy redes vir vonnis.

RULE 50.

Appeals and Transfer of Actions to Magistrates' Courts.

50. (1) Where an appeal lies to a magistrate's court it may be noted by delivery of notice within 7 days after the date of the judgment appealed against.

(2) The notice of appeal shall set out concisely and distinctly the grounds of appeal.

(3) The party noting the appeal shall prosecute the same within 21 days after the noting of the appeal.

(4) The hearing of the appeal shall be subject to the delivery by the appellant of notice of set-down for a day approved by the clerk of the court.

(5) Such notice shall be delivered at least 7 days before the day of hearing.

(6) At any time after delivery of notice of appeal but not later than delivery of notice of set-down the appellant shall cause to be filed with the clerk of the court the record, or a duly certified copy thereof, of the proceedings which resulted in the judgment or decision appealed against.

(7) Subject to the provisions of any other law regulating procedure of the court on such appeals, the court may, in its discretion, grant leave to a party to adduce oral evidence at the hearing of the appeal or proceed by way of rehearing either in whole or in part.

(8) The court may in its discretion award to either party the costs incurred in the appeal. Such costs shall be taxed on such scale of costs prescribed for actions in the court as the court may direct.

(9) The summons or other initial document issued in a case transferred to a court in terms of rule 39 (22) of the rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa shall stand as summons commencing an action in the court to which such case has been so transferred and shall, subject to any right the defendant may have to except thereto, be deemed to be a valid summons, issued in terms of the rules and any matter done or order given in the court from which such case has been transferred shall be deemed to have been done or given in the court to which such case has been so transferred and the case shall thereupon proceed from the appropriate stage following the stage at which it was terminated before such transfer.

(10) Costs incurred in the case before transfer as aforesaid shall, unless the court otherwise directs, be cost in the cause.

RULE 51.

Appeals in Civil Cases.

51. (1) Upon a request in writing by any party within 7 days after judgment and before noting an appeal and upon payment by such party of a fee of R10, which shall be affixed to such request in the form of a revenue stamp, the judicial officer shall within 14 days hand to the clerk of the court a written judgment which shall become part of the record showing—

- (a) the facts he found to be proved; and
- (b) his reasons for judgment.

(2) Die klerk van die hof moet onmiddellik nadat hy sodanige skriftelike vonnis van die regterlike amptenaar ontvang het, aan die party wat daarom aansoek gedoen het 'n afskrif van sodanige vonnis verskaf en endosseer op die oorspronklike notule van die verrigtinge die datum waarop die afskrif van sodanige vonnis aldus verskaf is.

(3) 'n Appèl kan binne 21 dae na die datum van die vonnis waarteen geappelleer word of binne 14 dae nadat die klerk van die hof 'n afskrif van die skriftelike vonnis aan die party wat daarom aansoek doen, aldus verskaf het, watter tydperk ook al die langste is, aangeteken word.

(4) 'n Appèl word aangeteken deur die aflewering van 'n kennisgewing en, tensy die hof van appèl anders beveel, deur sekerheid ten bedrae van R100 vir die respondent se appèlkoste te stel: Met dien verstande dat geen sekerheid van die Staat vereis word nie.

(5) Gelde wat kragtens subreël (4) geregtelik inbetaal is en wat vir meer as 3 jaar onuitbetaal is, kan in die Gekonsolideerde Inkomstefonds inbetaal word nadat 3 maande skriftelike kennis van sodanige voorneme aan die betrokke partye gegee is. Daarna kan die betrokke partye aansoek doen om 'n terugbetaling van die bedrag in die genoemde fonds inbetaal.

(6) 'n Teenappèl word aangeteken deur die aflewering van 'n kennisgewing binne 8 dae na die aflewering van 'n kennisgewing van appèl.

(7) 'n Kennisgewing van appèl of teenappèl moet vermeld—

(a) of teen die hele vonnis of slegs teen 'n gedeelte daarvan geappelleer word en, indien slegs teen 'n gedeelte, dan teen watter gedeelte;

(b) die gronde van appèl, met vermelding van die feitlike bevindings of regsbeslissings waarteen geappelleer word; en

(c) die afdeling van die Hooggeregshof van Suid-Afrika waarheen appèl aangeteken word.

(8) (a) Die regterlike amptenaar moet, by die aflewering van 'n kennisgewing van appèl, binne 14 dae daarna 'n skriftelike verklaring (vir sover dit met inagneming van enige skriftelike vonnis alreeds deur hom ingedien, nodig mag wees) by die klerk van die hof indien waarin vermeld word—

(i) die feite wat hy bevind het bewys te wees;

(ii) die gronde waarop hy tot bevinding met betrekking tot feite in die kennisgewing van appèl vermeld en waarteen geappelleer word, gekom het; en

(iii) sy redes vir enige regsbeslissing of vir die toelating of verwerping van enige getuienis aldus vermeld en waarteen geappelleer word.

(b) Sodanige verklaring maak deel uit van die stukke in die saak.

(c) Die bepalinge van hierdie reël is, sover nodig, ook op 'n teenappèl van toepassing.

(9) Die party wat 'n appèl of teenappèl aanteken, moet dit voortsit binne die tyd wat deur 'n reël van die hof van appèl voorgeskryf mag word en, as hy versuim om dit te doen, word geag dat die appèl of teenappèl verval het, tensy die hof van appèl dit goedag om 'n bevel tot die teendeel te gee.

(10) Die klerk van die hof moet binne 14 dae nadat hy kennis ontvang het dat 'n appèl vir aanhoring ter rolle geplaas is, die stukke in die saak, behoorlik gewaarmerk, aan die griffier van die hof van appèl stuur.

(2) The clerk of the court shall forthwith on receipt from the judicial officer of such written judgment supply to the party applying therefor a copy of such judgment and shall endorse on the original minutes of record the date on which the copy of such judgment was so supplied.

(3) An appeal may be noted within 21 days after the date of the judgment appealed against or within 14 days after the clerk of the court has so supplied a copy of the written judgment to the party applying therefor, whichever period shall be the longer.

(4) An appeal shall be noted by the delivery of notice, and, unless the court of appeal shall otherwise order, by giving security for the respondent's costs of appeal to the amount of R100: Provided that no security shall be required from the State.

(5) Money paid into court under subrule (4) and outstanding for more than 3 years, may be paid into the Consolidated Revenue Fund, after 3 months' notice of such intention in writing has been given to the parties concerned. Thereafter the parties concerned may apply for a refund of the amount paid into the said Fund.

(6) A cross-appeal shall be noted by the delivery of notice within 8 days after the delivery of the notice of appeal.

(7) A notice of appeal or cross-appeal shall state—

(a) whether the whole or part only of the judgment is appealed against, and if part only, then what part;

(b) the grounds of appeal, specifying the findings of fact or rulings of law appealed against; and

(c) the division of the Supreme Court of South Africa to which the appeal is noted.

(8) (a) Upon the delivery of a notice of appeal the judicial officer shall within 14 days thereafter hand to the clerk of the court a statement in writing showing (so far as may be necessary having regard to any written judgment already handed in by him)—

(i) the facts he found to be proved;

(ii) the grounds upon which he arrived at any finding of fact specified in the notice of appeal as appealed against; and

(iii) his reasons for any ruling of law or for the admission or rejection of any evidence so specified as appealed against.

(b) Such statement shall become part of the record.

(c) The provisions of this rule shall also, so far as may be necessary, apply to a cross-appeal.

(9) The party noting an appeal or a cross-appeal shall prosecute the same within such time as may be prescribed by rule of the court of appeal and, in default of such prosecution, the appeal or cross-appeal shall be deemed to have lapsed, unless the court of appeal shall see fit to make an order to the contrary.

(10) The clerk of the court shall, within 14 days after he receives notice that an appeal has been set down for hearing, transmit to the registrar of the court of appeal the record in the action duly certified.

(11) (a) 'n Respondent wat afstand wil doen van die hele vonnis of van 'n gedeelte van 'n vonnis waarteen geappelleer word, kan dit doen deur die aflewering van 'n skriftelike kennisgewing waarin vermeld word of hy van die hele vonnis afstand doen, of indien slegs van 'n gedeelte daarvan, van watter gedeelte van sodanige vonnis.

(b) Elke sodanige kennisgewing van afstanddoening maak deel van die stukke in die saak uit.

(12) Wanneer die partye kragtens artikel 82 van die Wet ooreenkom dat die beslissing van die hof 'n eindbeslissing sal wees, kan enigeen van die partye die memorandum van so 'n ooreenkoms by die klerk van die hof indien en sodanige memorandum maak daarna deel van die stukke in die aksie of aangeleentheid uit.

REËL 52.

Verteenwoordiging van Partye.

52. (1) (a) 'n Party kan, hetsy persoonlik of deur 'n praktisyn, 'n regsgeeding instel of verdedig en dit tot voltooiing voer.

(b) 'n Plaaslike owerheid, maatskappy of ander liggaam met regspersoonlikheid bekleed, kan, wanneer hy aldus doen, deur 'n amptenaar daarvan, wat hy vir die doel benoem het, optree.

(c) 'n Vennootskap of groep persone wat vir 'n gemeenskaplike doel verenig is, kan, wanneer hy aldus doen, deur 'n lid daarvan, wat hy vir die doel benoem het, optree.

(d) Niemand, behalwe 'n praktisyn, wat kragtens paragrafe (a), (b) of (c) optree, is geregtig om enige koste daarvoor, behalwe noodsaaklike uitgawes, te verhaal nie.

(2) Niemand hoef 'n volmag om op te tree in te dien nie, maar die bevoegdheid van enigeen wat namens 'n party optree, kan deur die ander party binne 7 dae nadat hy te wete gekom het dat sodanige persoon aldus optree of met verlof van die hof by aanvoering van goeie gronde te eniger tyd voor vonnis betwis word en daarna kan sodanige persoon nie sonder verlof van die hof verder aldus optree nie alvorens hy die hof oortuig het dat hy bevoeg is om aldus op te tree en ten einde hom daartoe in staat te stel, kan die hof die verhoor van die aksie of aansoek uitstel.

(3) Indien 'n party te sterwe kom of onbekwaam raak om 'n aksie voort te sit, word die aksie daardeur opgeskort totdat 'n eksekuteur, kurator, voog of ander bevoegde persoon in sy plek aangestel is of totdat sodanige onbekwaamheid tot 'n einde kom.

(4) Wanneer 'n eksekuteur, kurator, voog of ander bevoegde persoon aldus aangestel is, kan die hof, op aansoek, beveel dat hy in die plek gestel word van die party wat aldus te sterwe gekom of onbekwaam geraak het.

REËL 53.

Pro Deo-Applikante.

53. (1) Iemand wat as 'n *pro Deo*-gedingvoerende party wil dagvaar of verdedig, kan by die hof na kennisgewing aan die party wat gedagvaar moet word of aan die eiser, na gelang van die geval, aansoek doen om verlof om dit te doen. Tesame met sodanige kennisgewing moet die applikant 'n beëdigde verklaring, wat hyself afgelê het, aflewer waarin hy die gronde vir die aksie of verweer waarop hy voornemens is om te steun en besonderhede van sy middele, volledig uiteensit.

(11) (a) A respondent desiring to abandon the whole or any part of a judgment appealed against may do so by the delivery of a notice in writing stating whether he abandons the whole, or if part only, what part of such judgment.

(b) Every such notice of abandonment shall become part of the record.

(12) Where the parties agree in terms of section 82 of the Act that the decision of the court shall be final, either party may lodge the memorandum of such agreement with the clerk of the court, and such memorandum shall thereupon become part of the record in the action or matter.

RULE 52.

Representation of Parties.

52. (1) (a) A party may institute or defend and may carry to completion any legal proceedings either in person or by a practitioner.

(b) A local authority, company or other incorporated body in doing so may act through an officer thereof nominated by it for the purpose.

(c) A partnership or group of persons associated for a common purpose in doing so may act through a member thereof nominated by it for the purpose.

(d) No person acting under paragraphs (a), (b) or (c) other than a practitioner shall be entitled to recover therefor any costs other than necessary disbursements.

(2) It shall not be necessary for any person to file a power of attorney to act, but the authority of any person acting for a party may be challenged by the other party within 7 days after he has noticed that such person is so acting or with the leave of the court for good cause shown at any time before judgment and thereupon such person may not, without the leave of the court, so act further until he has satisfied the court that he has authority so to act and the court may adjourn the hearing of the action or application to enable him to do so.

(3) If a party dies or becomes incompetent to continue an action the action shall thereby be stayed until such time as an executor, trustee, guardian or other competent person has been appointed in his place or until such incompetence shall cease to exist.

(4) Where an executor, trustee, guardian or other competent person has been so appointed, the court may, on application, order that he be substituted in the place of the party who has so died or become incompetent.

RULE 53.

Pro Deo Applicants.

53. (1) Any person desiring to sue or defend as a *pro Deo* litigant may apply to the court on notice to the party to be sued or to the plaintiff, as the case may be, for leave to do so. The applicant shall deliver with such notice an affidavit made by himself setting out fully the grounds of action or of defence on which he intends to rely and particulars of his means.

(2) Op versoek van die applikant en in opdrag van 'n regterlike amptenaar, moet die klerk van die hof sodanige kennisgewing en beëdigde verklaring uitskryf ondanks die feit dat die vordering of die waarde van die saak in geskil meer as R20 bedra en die applikant hoef geen gelde vir sodanige bystand te betaal nie.

(3) Die hof kan by enige sodanige aansoek—

(a) die applikant onder eed omtrent sy reg van aksie of gronde van verweer en sy middele ondervra;

(b) vereis dat die applikant verdere getuienis met betrekking tot die een of die ander van hierdie aangeleenthede aanvoer;

(c) die aansoek na 'n prokureur verwys vir ondersoek na en verslag oor die applikant se middele en of hy 'n *prima facie*-reg van aksie of verweer het, na gelang van die geval.

(4) As die hof daarna oortuig is dat die applikant 'n *prima facie*-reg van aksie of verweer het en nie oor voldoende middele beskik om die koste van die aksie, hof- en geregsbodegelde te betaal nie en nie in staat sal wees om binne 'n redelike tyd sulke bedrae uit sy verdienste te verskaf nie, kan die hof beveel—

(a) dat die geregtelike prosesstukke, sonder koste vir die applikant uitgereik en beteken moet word met uitsondering van die uitgawes van die geregsbode; en

(b) dat 'n prokureur aangestel word om vir sodanige applikant op te tree; of

(c) dat die klerk van die hof sodanige prosesstukke, beëdigde verklarings, kennisgewings en ander dokumente wat ter voldoening aan hierdie reëls nodig is, kosteloos uitskryf.

(5) Indien die *pro Deo*-gedingvoerende party slaag en koste teen sy teenparty aan hom toegeken word, is hy, onderworpe aan taksasie, geregtig om by sodanige koste die koste van sy prokureur asook die hof- en geregsbodegelde waarvan hy aldus vrygestel is, in te sluit en te verhaal en indien hy of die hoofsom, die rente of die koste verhaal, moet hy eers al sodanige koste en gelde *pro rata* daaruit vereffen.

(6) Indien die *pro Deo*-gedingvoerder nie slaag nie of niks kragtens 'n vonnis in sy guns verhaal nie, mag die prokureur wat aldus aangestel is om vir hom op te tree geen gelde van hom vorder nie.

(7) 'n Bevel wat kragtens hierdie reël gegee is—

(a) stel die *pro Deo*-gedingvoerende party nie daarvan vry dat daar uitspraak oor hom gedoen word om die koste van die teenparty te betaal nie; en

(b) kan op aansoek gedoen te eniger tyd voor vonnis deur enigeen wat daardeur geraak word, deur die hof in hersiening geneem en vernietig of gewysig word indien gegronde redes aangevoer word.

REËL 54.

Aksies Deur en Teen Vennote, Iemand wat Handel Dryf Onder 'n Ander Naam of Betiteling as sy Eie Naam, 'n Maatskappy, Sindikaat of Vereniging Sonder Regspersoonlikheid.

54. (1) Twee of meer persone wat as medevennote dagvaar of gedagvaar word, kan in die naam van die firma waarin sodanige persone medevennote was op die tydstip toe die skuldoorsaak ontstaan het, dagvaar of gedagvaar word. In so 'n geval kan enige party by kennisgewing vereis dat die party wat aldus dagvaar of gedagvaar word 'n opgawe verstrek van die name en woonplekke van die persone wat op die tydstip toe die skuldoorsaak ontstaan het medevennote in sodanige firma was.

(2) The clerk of the court shall, at the request of the applicant and on the direction of a judicial officer, write out such notice and affidavit, notwithstanding that the claim or value of the matter in dispute exceeds 20 rand and no fee shall be payable by the applicant for such assistance.

(3) The court may upon any such application—

(a) examine the applicant on oath as to his right of action or grounds of defence, and as to his means;

(b) require the applicant to call further evidence with reference to either question;

(c) refer any such application to an attorney for investigation and report as to the applicant's means and whether he has a *prima facie* right of action or defence, as the case may be.

(4) If the court is thereafter satisfied that the applicant has a *prima facie* right of action or of defence and is not possessed of means sufficient to enable him to pay the costs of the action, court fees and messenger's charges and will not be able within a reasonable time to provide such sums from his earnings, the court may order—

(a) that process of the court shall be issued and served free of charge to the applicant other than for the disbursements of the messenger; and

(b) that an attorney be appointed to act for such applicant; or

(c) that the clerk of the court, without charge, write out such process, affidavits, notices and other documents as may be required to comply with these rules.

(5) If the *pro Deo* litigant succeeds and is awarded costs against his opponent he shall, subject to taxation, be entitled to include and recover in such costs his attorney's costs and also the court fees and messenger's charges so remitted and if he shall recover either the principal amount, the interest or the costs, he shall first pay and make good thereout *pro rata* all such costs, fees and charges.

(6) If the *pro Deo* litigant does not succeed or recover upon a judgment in his favour no fees shall be taken from him by the attorney so appointed to act for him.

(7) An order made under this rule—

(a) shall not exempt the *pro Deo* litigant from liability to be adjudged to pay adverse costs; and

(b) may, on application at any time before judgment by any person affected thereby, be reviewed and rescinded or varied by the court for good cause shown.

RULE 54.

Actions by and against Partners, a Person carrying on Business in a Name or Style other than his own Name, an unincorporated Company, Syndicate or Association.

54. (1) Any two or more persons claiming or being sued as co-partners may sue or be sued in the name of the firm of which such persons were co-partners at the time of the accruing of the cause of action. In any such case any party may by notice require from the party so suing or sued a statement of the names and places of residence of the persons who were at the time of the accruing of the cause of action co-partners in any such firm.

(2) Die party wat sodanige kennisgewing ontvang, moet binne 3 dae na ontvangs daarvan die vereiste opgawe aflêwer.

(3) Wanneer die name van die vennote aldus opgegee word, gaan die aksie voort op dieselfde wyse en ontstaan in alle opsigte dieselfde gevolge asof hul name in die dagvaarding genoem was; maar alle verrigtinge moet nietemin in die naam van die firma voortgaan.

(4) Iemand wat onder 'n ander naam of betiteling as sy eie handel dryf, kan onder sodanige naam of betiteling dagvaar of gedagvaar word asof dit 'n firma-naam is; en vir sover die aard van die saak dit toelaat, is al die bepalings van hierdie reël met betrekking tot verrigtinge teen firmas van toepassing.

(5) Die bepalings van hierdie reël is *mutatis mutandis* op 'n maatskappy, sindikaat of vereniging sonder regs-persoonlikheid van toepassing.

(6) Wanneer 'n aksie ingestel is deur of teen 'n firma of deur of teen 'n persoon wat onder 'n ander naam of betiteling as sy eie besigheid dryf of deur of teen 'n maatskappy, sindikaat of vereniging sonder regs-persoonlikheid in die naam van die firma of onder sodanige naam of betiteling of in die naam van die maatskappy, sindikaat of vereniging, na gelang van die geval, kan die hof op aansoek van die ander party in die aksie, gedoen te eniger tyd voor of na vonnis, by kennisgewing aan iemand wat beweer word 'n vennoot in sodanige firma of die persoon wat aldus besigheid dryf of 'n lid van sodanige maatskappy, sindikaat of vereniging te wees, verklaar dat so iemand of so 'n persoon 'n vennoot, die persoon wat aldus besigheid dryf of 'n lid is, na gelang van die geval, en wanneer so 'n bevel gegee word, is die bepalings van subreël (3) van toepassing asof die naam van sodanige persoon in 'n opgawe wat kragtens subreël (2) afgelewer is, vermeld was.

REËL 55.

Aansoeke.

55. (1) Behoudens andersluidende bepalings, word 'n aansoek by die hof om 'n bevel wat 'n ander persoon raak, deur middel van 'n kennisgewing gedoen wat kortliks die inhoud van die gevraagde bevel asook die tyd waarop die aansoek by die hof gedoen sal word, uiteengesit. Aflêwing van sodanige kennisgewing moet, in die geval waar die Staat die respondent is, minstens 14 dae en in enige ander geval minstens 3 dae voor die datum van aanhoring geskied.

(2) Behoudens andersluidende bepalings, hoef 'n aansoek nie deur 'n beëdigde verklaring gesteun te word nie, maar indien 'n feitegeskil ontstaan, kan die hof—

(a) getuienis hetsy mondeling of deur middel van beëdigde verklaring toelaat en die geskilpunte summier aanhoor; of

(b) beveel dat die geskilpunte by wyse van aksie verhoor word, dat die applikant as eiser moet optree en die respondent as verweerder en dat die kennisgewing van aansoek as dagvaarding moet dien of dat die applikant sodanige besonderhede van sy vordering soos in reël 6 voorgeskryf binne 7 dae of 'n korter termyn wat die hof vasstel, moet aflêwer.

(3) Vir doeleindes van die aksie word kennis van voorneme om te verdedig, wanneer bevel word dat die kennisgewing van aansoek as dagvaarding moet dien, geag gegee te gewees het op die dag wanneer sodanige bevel gegee is en wanneer die applikant kragtens hierdie reël bevel word om besonderhede in te dien, word dit geag gegee te gewees het op die dag waarop die besonderhede afgelewer word.

(2) The party receiving such notice shall, within 3 days after receipt thereof, deliver the statement required.

(3) When the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named in the summons; but all the proceedings shall nevertheless continue in the name of the firm.

(4) Any person carrying on business in a name or style other than his own name may sue or be sued in such name or style as if it were a firm name; and so far as the nature of the case will permit, all the provisions of this rule relating to proceedings against firms shall apply.

(5) The provisions of this rule shall also *mutatis mutandis* apply to an unincorporated company, syndicate or association.

(6) When action has been instituted by or against a firm or by or against a person carrying on business in a name or style other than his own name or by or against an unincorporated company, syndicate or association in the name of the firm or in such name or style or in the name of the company, syndicate or association, as the case may be, the court may on the application of the other party to the action made at any time either before or after judgment on notice to a person alleged to be a partner in such firm or the person so carrying on business, or a member of such company, syndicate or association, declare such person to be a partner, the person so carrying on business or a member, as the case may be, and on the making of such order the provisions of subrule (3) shall apply as if the name of such person had been declared in a statement delivered as provided in subrule (2).

RULE 55.

Applications.

55. (1) Except where otherwise provided, an application to the court for an order affecting any other person shall be on notice, in which shall be stated shortly the terms of the order applied for and the time when the application will be made to the court. Delivery of such notice shall be effected in the case where the State is the respondent, not less than 14 days and in any other case not less than 3 days before the date of hearing.

(2) Except where otherwise provided, an application need not be supported by affidavit but in the event of any dispute arising as to the facts, the court may—

(a) receive evidence either *viva voce* or by affidavit and try the issues in dispute in a summary manner; or

(b) order that the issue shall be tried by way of action, that the applicant shall be plaintiff and the respondent be defendant and that the notice of application shall stand as summons or that the applicant shall deliver such particulars of his claim as are prescribed in rule 6 within 7 days or such shorter time as the court may appoint.

(3) For the purposes of the action, appearance to defend shall be deemed, when the notice of application is ordered to stand as summons, to have been entered on the day on which such order is made, and when the applicant is ordered under this rule to file particulars, to have been entered on the day on which such particulars are delivered.

(4) Tensy die hof anders beveel, word notule, uitgesonderd die notule van die verrigtinge, nie opgestel van bevel wat op aansoek na kennisgewing gegee is nie; en kennisgewing of betekening van sodanige bevel aan enigeen aan wie kennis van die aansoek gegee is, is nie nodig nie.

(5) Behoudens andersluidende bepalings, moet 'n *ex parte*-aansoek skriftelik gedoen word en dit moet kortliks die inhoud van die aangevraagde bevel en die gronde van die aansoek vermeld en moet deur die party wat die aansoek doen, onderteken word.

(6) Behoudens andersluidende bepalings, word 'n *ex parte*-aansoek nie, tensy die hof dit in enige geval vereis, deur 'n beëdigde verklaring of ander getuienis gesteun nie.

(7) Enigiemand wat deur 'n *ex parte*-bevel of 'n interdik-kennisgewing in 'n dagvaarding vir huurgeld kragtens artikel 31 van die Wet geraak word, kan met minstens 12 uur kennisgewing om die opheffing daarvan met koste aansoek doen.

(8) Die persoon wat wesenlik die belanghebbende is, moet in elke aansoek as respondent aangehaal word.

(9) Alle tussenprosesse kan by wyse van aansoek behandel word en enige aansoek wat *ex parte* gedoen kan word, kan, as die applikant dit verkies, by kennisgewing gedoen word.

(10) Alle bestrede aansoeke word in die ope hof aangehoor.

REËL 56.

Arres Tanquam Suspectus De Fuga, Interdikte, Beslagleggings ter Verzekering van Vorderings en Mandamente van Spolie.

56. (1) Behoudens andersluidende bepalings, kan alle aansoeke aan die hof om 'n bevel tot arrest, 'n interdik of beslaglegging of 'n mandament van spolie kragtens artikel 30 van die Wet *ex parte* gedoen word.

(2) 'n *Ex parte*-aansoek geskied by wyse van beëdigde verklaring waarin die feite waarop die aansoek berus en die aard van die bevel waarom aansoek gedoen word, kortliks vermeld word.

(3) Die hof kan, alvorens 'n bevel kragtens sodanige aansoek toegestaan word, van die applikant vereis dat hy sekerheid stel vir enige skade wat deur sodanige bevel veroorsaak mag word en kan na goeë dunske verdere getuienis vereis.

(4) 'n Dagvaarding vir huurgeld kragtens artikel 31 van die Wet moet in die vorm wees soos in Bylae 1 voorgeskryf.

(5) 'n Bevel wat *ex parte* gegee is (uitgesonderd 'n bevel tot die inhegtenisneming van iemand of 'n bevel tot beslaglegging vir huurgeld kragtens artikel 32 van die Wet) moet die respondent aansê om gronde daarteen aan te voer op 'n tyd in die bevel vermeld, wat, tensy die hof verlof vir 'n korter tydperk verleen, nie 'n korter tydperk na betekening moet wees nie as die termyn wat deur hierdie reëls vir kennis van voorneme om te verdedig toegelaat is.

(6) Die keurdag van 'n *ex parte*-bevel kan deur die respondent met 12 uur kennisgewing aan die applikant vervoeg word.

(7) 'n Afskrif van 'n *ex parte*-bevel en van die beëdigde verklaring, as daar is, waarop dit berus, moet onverwyld aan die respondent beteken word.

(8) As gronde teen sodanige bevel aangevoer word, kan die hof die applikant of respondent of die persoon wat sodanige beëdigde verklaring afgelê het, beveel om vir ondervraging of kruisondervraging te verskyn.

(4) Unless the court shall otherwise order, minutes, other than the minutes of the record, shall not be drawn up of orders on application on notice; and notice or service of such an order to or on any person who has had notice of the application shall not be necessary.

(5) Except where otherwise provided, an *ex parte* application shall be made in writing stating shortly the terms of the order applied for and the grounds on which the application is made and shall be signed by the party making the application.

(6) Except where otherwise provided, an *ex parte* application shall not, unless required by the court in any case, be supported by affidavit or other evidence.

(7) Any person affected by an order made *ex parte* or by an interdict notice in a summons for rent under section 31 of the Act may apply to discharge it with costs on not less than 12 hours' notice.

(8) In every application the person substantially interested shall be made respondent.

(9) All interlocutory matters may be dealt with upon application, and any application which may be made *ex parte* may at the applicant's election be made on notice.

(10) All opposed applications shall be heard in open court.

RULE 56.

Arrests Tanquam Suspectus de Fuga, Interdicts, Attachments to Secure Claims and Mandamenten van Spolie.

56. (1) Except where otherwise provided, every application to the court for an order of arrest, an interdict or attachment or for a *mandament van spolie* under section 30 of the Act, may be made *ex parte*.

(2) Every such *ex parte* application shall be upon affidavit stating shortly the facts upon which the application is made and the nature of the order applied for.

(3) The court may, before granting an order upon such an application, require the applicant to give security for any damages which may be caused by such order and may require such additional evidence as it may think fit.

(4) A summons for rent under section 31 of the Act shall be in the form prescribed therefor in Annexure 1.

(5) Every order made *ex parte* (other than an order for the arrest of any person or an order of attachment for rent under section 32 of the Act) shall call upon the respondent to show cause against it at a time stated in the order, which shall not, unless the court shall give leave for a shorter time, be a less time after service than the time allowed by these rules for entry of appearance to defend.

(6) The return day of an order made *ex parte* may be anticipated by the respondent upon 12 hours' notice to the applicant.

(7) A copy of any order made *ex parte* and of the affidavit, if any, on which it was made shall be served forthwith on the respondent thereto.

(8) Where cause is shown against any such order the court may order the applicant or respondent or the deponent to any such affidavit to attend for examination or cross-examination.

(9) 'n Bevel wat *ex parte* gegee is, kan, indien gronde daarteen aangevoer word deur enigiemand wat daardeur geraak word, deur die hof opgehef of gewysig word behoudens sodanige voorwaardes betreffende koste as wat billik mag wees.

(10) 'n *Ex parte*-bevel word *ipso facto* opgehef wanneer die respondent sekerheid stel vir die bedrag waarop die bevel betrekking het, tesame met koste.

(11) Sodanige sekerheid kan gestel word hangende die uitslag van die aksie wat ingestel is of gaan word en kan deur die respondent toegewys word aan slegs 'n deel van die bevel en in daardie geval hef dit slegs daardie deel van die bevel op.

(12) Tensy die hof anders beveel, kan die geregsbode enigiemand wat in hegtenis geneem is, vrylaat as sodanige persoon tot tevredenheid van die geregsbode sekerheid stel dat hy op die keurtag van die bevel tot inhegtenisneming sal verskyn.

(13) Die notule van 'n bevel wat vir betekening of tenuitvoerlegging nodig is, moet deur die party wat daarop geregtig is, opgestel en deur die klerk van die hof goedgekeur en onderteken word.

(14) Die afskrifte van sodanige notule wat vir indiening by die stukke en betekening vereis word, moet deur sodanige party opgestel word en die afskrif vir indiening by die stukke moet deur die klerk van die hof onderteken word.

(15) Die bepalings van reël 41 (2) is, vir sover dit nodig mag wees vir die tenuitvoerlegging van 'n bevel kragtens hierdie reël, *mutatis mutandis* van toepassing met betrekking tot sodanige tenuitvoerlegging.

REËL 57.

Inhegtenisneming of Beslaglegging om Jurisdiksie te Vestig of te Bevestig.

57. (1) 'n Aansoek by die hof om 'n bevel kragtens artikel 30 *bis* van die Wet kan *ex parte* gedoen word.

(2) (a) 'n Aansoek om die inhegtenisneming van die persoon of beslaglegging op eiendom kragtens genoemde artikel word gesteun deur 'n beëdigde verklaring waarin vermeld word—

(i) die naam, adres, beroep en woonplek van die applikant;

(ii) die naam, en, indien bekend, die adres, beroep en woonplek van die respondent;

(iii) die bedrag van die vordering of die waarde van die betwiste saak en feite waaruit dit duidelik blyk dat die hof jurisdiksie het met betrekking tot die beoogde aksie teen die respondent en dat die inhegtenisneming of beslaglegging nodig is;

(iv) of die inhegtenisneming of beslaglegging bedoel is om jurisdiksie te vestig of te bevestig;

(v) indien aansoek gedoen word om die inhegtenisneming van die respondent, besonderhede van sy huidige verblyfplek;

(vi) indien aansoek gedoen word om beslaglegging op eiendom, besonderhede van die eiendom, met inbegrip van die eiendomsreg en waarde daarvan en waar dit te vinde is;

(vii) ander inligting wat nodig mag wees om 'n bevel te verkry;

(viii) die besonderhede van die bevel waarom aansoek gedoen word.

(b) Sodanige beëdigde verklaring word deur die applikant afgelê of, indien daartoe gemagtig, deur iemand ten behoeve van hom en vermeld of die deponent uit eie wete bekend is met die feite met betrekking waartoe hy die verklaring aflê. Met dien verstande dat waar die feite nie

(9) Any order made *ex parte* may be discharged or varied by the court on cause shown by any person affected thereby and on such terms as to costs as may be just.

(10) An order made *ex parte* shall *ipso facto* be discharged upon security being given by the respondent for the amount to which the order relates, together with costs.

(11) Such security may be given to abide the result of the action instituted or to be instituted; and may be assigned by the respondent to part only of the order and shall in that event operate to discharge the order as to that part only.

(12) Unless the court shall otherwise order, the messenger may release any person arrested upon such person giving security to the satisfaction of the messenger that he will appear upon the return day of the order for arrest.

(13) The minutes of any order required for service or execution shall be drawn up by the party entitled thereto and shall be approved and signed by the clerk of the court.

(14) The copies of such minutes for record and service shall be made by such party and the copy for record shall be signed by the clerk of the court.

(15) The provisions of rule 41 (2) shall, in so far as it may be necessary in the execution of an order under this rule, *mutatis mutandis* apply to such execution.

RULE 57.

Attachment to Found or Confirm Jurisdiction.

57. (1) Any application to the court for any order under section 30 *bis* of the Act may be made *ex parte*.

(2) (a) Any application for an order of attachment of person or property under the said section shall be supported by an affidavit in which is stated—

(i) the name, address, occupation and place of residence of the applicant;

(ii) the name, and, if known, the address, occupation and place of residence of the respondent;

(iii) the amount of the claim or the value of the matter in dispute and facts from which it is apparent that the action to be instituted against the respondent is within the jurisdiction of the court and that the attachment is necessary;

(iv) whether the attachment is intended to found or confirm jurisdiction;

(v) if application is made for attachment of respondent's person, details as to his present whereabouts;

(vi) if application is made to attach property, details of the property, including its ownership, value and situation;

(vii) such other information as may be necessary to secure an order;

(viii) the terms of the order applied for.

(b) Such affidavit shall be made by the applicant or, if thereto authorised, by someone on his behalf and shall state whether the deponent knows of his own knowledge the facts to which he deposes: Provided that where the facts are not known to the deponent of his own know-

aan die deponent uit eie wete bekend is nie maar hy beweer dat dit na sy beste inligting en wete waar is, dit vermeld word hoe die inligting verkry is of op watter gronde sy wete berus.

(c) 'n Aansoek om 'n bevel met betrekking tot betekening van 'n prosesstuk in 'n aksie soos in artikel 30 *bis* van die Wet genoem, kan saamgevoeg word met 'n aansoek om inhegtenisneming of beslaglegging in paragraaf (a) genoem.

(3) Die hof kan, alvorens hy 'n bevel tot inhegtenisneming van die persoon of beslaglegging op eiendom verleen, van die applikant vereis dat hy sekerheid stel vir enige skade wat deur sodanige bevel veroorsaak mag word en kan, met betrekking tot enige bevel kragtens subreël (2), sodanige verdere getuienis vereis as wat hy goed ag.

(4) (a) Enige bevel tot inhegtenisneming of beslaglegging kragtens subreël (2) gegee, vereis van die respondent dat hy redes aanvoer op 'n tyd en datum in die bevel vermeld waarom sodanige bevel nie bekragtig moet word nie.

(b) Die keerdag kan deur die respondent met 12 uur kennisgewing aan die applikant vervroeg word.

(c) As die respondent verskyn om redes teen sodanige bevel aan te voer, kan die hof die applikant of deponent van die beëdigde verklaring of die respondent beveel om vir ondervraging of kruisondervraging te verskyn en kan sodanige bevel bekragtig, ophef of wysig behoudens sodanige voorwaardes met betrekking tot koste as wat billik mag wees.

(5) Die notule van 'n hierin genoemde bevel wat vir betekening of tenuitvoerlegging nodig is, word deur die applikant opgestel en deur die klerk van die hof goedgekeur en onderteken en vermeld dat die keerdag deur die respondent met 12 uur kennisgewing aan die applikant vervroeg kan word en dat die applikant sy vrylating of dié van sy eiendom kan verkry indien sekerheid, soos hieronder bepaal, gestel word.

(6) (a) Die geregsbode neem by ontvangs van die notule van die bevel en 'n afskrif van die beëdigde verklaring op grond waarvan dit gegee is die daarin vermelde persoon in hegtenis of lê beslag op die daarin vermelde eiendom, na gelang van die geval.

(b) By inhegtenisneming van die persoon in sodanige notule vermeld, handel die geregsbode met sodanige persoon soos in artikel 16 van die Wet bepaal.

(c) Behoudens die bepalinge van paragraaf (d), is die reëls te opsigte van die magte en pligte van die geregsbode met betrekking tot die wyse van beslaglegging in tenuitvoerlegging teen roerende en onroerende goed, vir sover daardie reëls toepaslik is en toegepas kan word, *mutatis mutandis* van toepassing op 'n beslaglegging op eiendom kragtens hierdie reël.

(d) Behoudens 'n bevel van die hof, moet die geregsbode, waar op roerende eiendom beslag gelê word, sodanige eiendom na 'n plek vir veilige bewaring verwyder of, indien sodanige eiendom nie gerieflik verwyder kan word nie, moet hy sodanige eiendom op die perseel laat onder die toesig en bewaring van iemand wat namens hom optree.

(e) Enige uitgawe aangegaan vir die verwydering van sodanige eiendom na 'n plek vir veilige bewaring of vir die bewaring van sodanige eiendom of vir die laat van sodanige eiendom onder die toesig en bewaring van iemand wat namens die geregsbode optree, word deur die applikant gedra en is, behoudens enige bevel van die hof, koste in die aksie.

ledge but are alleged to be true to the best of his information and belief, it shall be stated how the information was obtained or on what grounds he bases his belief.

(c) Any application for an order in regard to service of any process in any action referred to in section 30 *bis* of the Act may be combined with any application for attachment referred to in paragraph (a).

(3) The court may, before granting an order of attachment of person or property require the applicant to give security for any damages which may be caused by such order and may, in regard to any application under subrule (2), require such additional evidence as it may think fit.

(4) (a) Any order of attachment under subrule (2) shall call upon the respondent to show cause at a time and on a date stated in the order why such order should not be confirmed.

(b) The return date may be anticipated by the respondent upon 12 hours' notice to the applicant.

(c) Where the respondent appears to show cause against any such order, the court may order the applicant or deponent to the affidavit or the respondent to attend for examination or cross-examination and may confirm, discharge or vary such order on such terms as to costs as may be just.

(5) The minutes of any order referred to herein required for service or execution shall be prepared by the applicant and approved and signed by the clerk of the court and shall state that the return date may be anticipated by the respondent upon 12 hours' notice to the applicant and that the applicant may obtain his release or that of his property upon security being given as hereinafter provided.

(6) (a) Upon receipt of the minutes of the order and of a copy of the affidavit on which it was made the messenger shall forthwith proceed to attach the person or property specified therein, as the case may be.

(b) Upon the person mentioned in such minutes being attached the messenger shall deal with such person as provided in section 16 of the Act.

(c) Subject to paragraph (d), the rules relating to the powers and duties of the messenger in regard to the method of attachment in execution against movable and immovable property shall, in so far as those rules are appropriate and can be applied, *mutatis mutandis* apply to an attachment of property under this rule.

(d) Subject to any order of the court, the messenger shall where movable property is attached, remove such property to a place of security or, if such property be inconvenient to remove, shall leave such property upon the premises in the charge and custody of some person acting on his behalf.

(e) Any expense incurred in removing such property to a place of security or for the storage of such property or in leaving such property in the charge or custody of some person acting on behalf of the messenger, shall be borne by the applicant and shall, subject to any order of the court, be costs in the cause.

(7) Tensy die hof anders beveel, word 'n persoon wat in hegtenis geneem of eiendom waarop beslag gelê is, soos in hierdie reël bepaal, by sekerheidstelling tot tevredenheid van die geregsbode vir die bedrag van die applikant se vordering en die koste van die aansoek om inhegtenisneming of beslaglegging, vrygelaat of vrygestel, na gelang van die geval.

(8) 'n Bevel tot inhegtenisneming of beslaglegging op eiendom kragtens subreël (1) gegee, word *ipso facto* opgehef indien respondent kragtens subreël (7) sekerheid stel.

REËL 58.

Rente.

58. (1) Wanneer die verweerder nie voor die verloop van die tydperk wat vir kennisgewing van voorneme om te verdedig, gestel is tot vonnis toegestem het nie, kan rente vanaf die datum van uitreiking van die dagvaarding tot die datum van die vonnis in die vonnis by die bedrag wat in die dagvaarding gevorder word teen die rentekoers in die dagvaarding vermeld, gevoeg word of, indien sodanige rentekoers nie vermeld word nie, dan teen 'n rentekoers van 6 persent per jaar.

(2) Elke vonnis vir betaling van 'n geldsom dra rente vanaf die datum van die vonnis tot die datum van betaling teen sodanige rentekoers as wat beslis word of, indien sodanige rentekoers nie vermeld word nie, dan teen 'n rentekoers van 6 persent per jaar.

REËL 59.

Assessore.

59. (1) Die hof kan van tyd tot tyd 'n lys opstel van persone wat, met inagneming van die aard van die werksaamhede van die hof en hul bewaamheid en reputasie, blyk bevoeg te wees om kragtens artikel 34 van die Wet as assessore op te tree en wat gewillig is om na redelike kennisgewing en teen betaling van die gelde wat in Tabel D van Bylae 2 voorgeskryf is, aldus op te tree.

(2) Iedereen wat asdan in sodanige lys genoem word, is 'n assessor vir doeleindes van hierdie reël en bly 'n assessor totdat 'n nuwe lys opgestel is of totdat hy 'n skriftelike bedanking by die klerk van die hof indien. By ontvangs van sodanige bedanking, moet die klerk van die hof die naam van sodanige assessor in die lys skrap. Met dien verstande dat 'n assessor wat gedagvaar is om as sodanig in 'n aksie op te tree, nie sonder verlof van die hof gedurende die verhoor van die aksie kan bedank nie.

(3) Die bepalinge van hierdie reël belet nie die hof om, met die toestemming van al die partye in die aksie, persone wat nie in die lys genoem is nie, as assessore op te roep nie om in enige besondere aksie op te tree.

(4) Die aantal en name van die assessore wat in 'n saak sitting moet neem, word met die toestemming van die partye of, indien hulle nie kan ooreenstem nie, deur die hof bepaal. Met dien verstande dat nie meer as 2 assessore in 'n saak sitting mag neem nie.

(5) 'n Party wat verlang dat die verhoor met assessore moet plaasvind, moet, as hy die eiser is, 'n kennisgewing van aansoek om assessore tesame met die kennisgewing van terolleplasing vir verhoor aflewer en, as hy die verweerder is, nie later as 3 dae nadat hy die kennisgewing van terolleplasing vir verhoor ontvang het nie. Sodanige kennisgewing moet of die toestemming van die ander party bevat of 'n kennisgewing waardeur die aansoek om aanhooring ter rolle geplaas word.

(7) Unless the court shall otherwise order, any person or property attached as provided in this rule shall, upon security being given to the satisfaction of the messenger of the court for the amount of the applicant's claim and the costs of the application for attachment, be released from attachment.

(8) An order made for the attachment of person or property under subrule (1) shall *ipso facto* be discharged upon security being given by the respondent as provided in subrule (7).

RULE 58.

Interest.

58. (1) Where the defendant has not consented to judgment before the expiration of the time allowed for appearance to defend, interest from the date of issue of the summons to the date of judgment may in the judgment be added to the amount claimed in the summons at the rate claimed in the summons, or, if there be no such rate, then at the rate of 6 per cent per annum.

(2) Every judgment for payment of money shall bear interest from the date of judgment until payment at such rate as may be adjudged, or, if there be no such rate, then at the rate of 6 per cent per annum.

RULE 59.

Assessors.

59. (1) The court may from time to time frame a list of persons who, having regard to the nature of the business of the court and to their ability and reputation, appear to be qualified to act as assessors under section 34 of the Act and who are willing so to act upon reasonable notice and upon payment of the fees prescribed in Table D of Annexure 2.

(2) Every person for the time being named in such list shall be an assessor for the purposes of this rule and shall continue to be an assessor until a new list has been framed or until he gives to the clerk of the court his resignation in writing. Upon receipt of such resignation the clerk of the court shall remove the name of such assessor from the list: Provided that an assessor summoned to act as such in any action may not, without the leave of the court, resign during the trial of the action.

(3) Nothing in this rule shall prevent the court from summoning, with the consent of all parties to the action, persons not on the list to act as assessors in any particular action.

(4) The number and names of the assessors to sit in any case shall be decided by consent of the parties or, where they are unable to agree, by the court: Provided that not more than 2 assessors shall sit in any case.

(5) A party who desires the trial to take place with assessors shall deliver notice of application for assessors, if he be the plaintiff, with the notice of trial, and if he be the defendant not more than 3 days after receiving notice of trial. Such notice shall contain either a consent by the other party or a notice setting down the application for hearing.

(6) Die party was assessore in die verhoor verlang, moet, wanneer hy die kennisgewing van aansoek aflewer, die bedrag van R6.50 vir elke assessor waarom aansoek gedoen word, by die klerk van die hof stort en is aanspreeklik vir enige verdere bedrag wat aan die assessore vir gelde verskuldig word. Die gelde en uitgawes van die assessore is, tensy die hof anders beveel, koste in die aksie.

(7) Indien daar tot die aansoek toegestem word of dit toegestaan word, moet die klerk van die hof die assessore wat in die toestemming genoem word of deur die hof aangewys is, oproep deur 'n dagvaarding aan elkeen van hulle te laat beteken op die wyse wat vir die betekening van 'n dagvaarding waarby 'n aksie ingestel word, voorgeskryf is.

(8) Indien enigeen van die assessore wat opgeroep is hom nie op die tyd en plek wat vir die verhoor bepaal is, aanmeld nie, kan die hof of aangaan met die verhoor van die aksie met behulp van die assessor, as daar is, wat hom aangemeld het of sonder hulp as geeneen hom aangemeld het nie, of die verhoor verdaag.

(9) Wanneer 'n verhoor uitgestel of verdaag word, moet die party wat om assessore aansoek gedoen het onverwyld na die bevel tot uitstel of verdagging by die klerk van die hof, benewens die bedrag in subreël (6) vermeld, die gelde wat tot op die uur van uitstel of verdagging aan die assessore wat hulle aangemeld het, verskuldig is, inbetaal.

(10) Indien sodanige betaling nie gedoen word nie, kan die hof die aksie opskort totdat betaling gedoen word of voortgaan met die verhoor sonder behulp van assessore of kan sodanige bevel gee as wat billik geag word.

(11) Elke assessor wat in 'n saak optree, is geregtig op die gelde in Tabel D van Bylae 2 aangegee.

REËL 60.

Nie-nakoming van Reëls, met Inbegrip van Tydbepelings en Foute.

60. (1) Behoudens andersluidende bepalings in hierdie reëls, is versuim om aan die reëls te voldoen of aan enige versoek wat daarkragtens gedoen is, nie grond vir die gee van 'n vonnis teen die party wat in verstek is nie.

(2) Wanneer 'n bepaling van hierdie reëls of 'n versoek wat kragtens sodanige bepaling gedoen is nie ten volle nagekom is nie, kan die hof op aansoek voldoening daaraan binne 'n bepaalde tydgrens beveel.

(3) Indien daar nie binne die aldus bepaalde tydgrens ten volle aan sodanige bevel voldoen is nie, kan die hof op aansoek onmiddellik vonnis in die aksie teen die party wat aldus in verstek is, gee of kan die aansoek verdaag en 'n verlenging van tyd gee om aan die bevel te voldoen op sodanige voorwaardes betreffende koste en andersins as wat billik geag word.

(4) Die hof kan op enigeen van sodanige aansoeke sodanige opskorting van die verrigtinge as wat nodig mag wees, beveel.

(5) Behoudens die bepalings van reël 17 (1) (b), kan enige tydgrens deur hierdie reëls voorgeskryf, behalwe die tydperk in reël 51 (3) en (6) voorgeskryf, te eniger tyd, hetsy voor of na verstryking van die tydgrens, verleng word—

(a) met die skriftelike toestemming van die teenparty; en

(b) indien sodanige toestemming geweier word, dan deur die hof op aansoek en op sodanige voorwaardes betreffende koste en andersins as wat billik geag word.

(6) Wanneer kort betekening sonder verlof van enige kennisgewing van terolleplasing of kennisgewing van 'n aansoek of van 'n geregtelike prosesstuk geskied het, kan die hof, in plaas van sodanige kennisgewing of prosesstuk

(6) The party who desires the trial to take place with assessors shall, at the time of delivering the notice of application, deposit with the clerk of the court the sum of R6.50 for each assessor applied for and shall be liable for any further sum becoming due to the assessors for fees. The fees and expenses of the assessors shall, unless otherwise ordered by the court, be costs in the action.

(7) If the application be consented to or granted, the clerk of the court shall summon the assessors named in the consent or selected by the court by having a summons served upon each of them in the manner provided for the service of a summons commencing an action.

(8) If at the time and place appointed for the trial either of the assessors summoned does not attend, the court may either proceed to try the action with the assistance of the assessor, if any, who is in attendance, or without assistance, if none attended, or may adjourn the trial.

(9) Where a trial is postponed or adjourned, the party who applied for assessors shall, forthwith after the order for postponement or adjournment, pay to the clerk of the court, in addition to the deposit mentioned in subrule (6), the fees due up to the hour of postponement or adjournment to such assessors as have attended.

(10) Where such payment is not made the court may stay the action until it be made or may continue the trial without the assistance of assessors or may make such order as may be just.

(11) Every assessor acting in a case shall be entitled to the fees set out in Table D of Annexure 2.

RULE 60.

Non-Compliance with Rules, Including Time Limits and Errors.

60. (1) Except where otherwise provided in these rules, failure to comply with these rules or with any request made in pursuance thereof shall not be ground for the giving of judgment against the party in default.

(2) Where any provision of these rules or any request made in pursuance of any such provision has not been fully complied with the court may on application order compliance therewith within a stated time.

(3) Where any order so made is not fully complied with within the time so stated, the court may on application forthwith give judgment in the action against the party so in default or may adjourn the application and grant an extension of time for compliance with the order on such terms as to costs and otherwise as may be just.

(4) The court may on either such application order such stay of proceedings as may be necessary.

(5) Subject to the provisions of rule 17 (1) (b), any time limit prescribed by these rules, except the period prescribed in rule 51 (3) and (6), may at any time, whether before or after the expiry of the period limited, be extended—

(a) by the written consent of the opposite party; and

(b) if such consent is refused, then by the court on application and on such terms as to costs and otherwise as may be just.

(6) Where there has been short service without leave, of any notice of set-down or notice of any application or of process of the court the court may, instead of dismissing such notice or process, adjourn the proceedings

af te wys, die verrigtinge op sodanige voorwaardes betreffende koste as wat billik geag word, verdaag vir 'n tydperk wat gelyk is aan minstens die tydperk van behoorlike kennisgewing. Indien die verrigtinge in die afwesigheid van die party aan wie kort betekening geskied het, verdaag word, moet die party wat vir die kort betekening verantwoordelik is, behoorlik kennis van die verdaging aan die party aan wie kort betekening geskied het, gee.

(7) Geen prosesstuk of kennisgewing is ongeldig as gevolg van enige klaarblyklike spelfout of fout betreffende syfers of die datum nie.

(8) Indien 'n party werklik mislei is deur enige sodanige fout in enige prosesstuk of kennisgewing wat aan hom beteken is, kan die hof op aansoek sodanige verligting as wat billik geag word, verleen en kan vir daardie doel die prosesstuk of kennisgewing tersyde stel en enige vonnis by verstek wat daarkragtens gegee is, vernietig.

REËL 61.

Notules, Inskrywings of Dokumente as Getuienis in Siviele Aangeleenthede.

61. (1) Wanneer dit nodig is om as bewys in die hof enige notule, inskrywing of dokument van dieselfde hof in 'n ander aksie in te dien, moet die klerk van die hof, na redelike kennisgewing, die oorspronklike daarvan oorlê en die koste van afskrifte word nie toegestaan nie.

(2) Wanneer dit nodig is om as bewys in enige ander hof enige sodanige notule, inskrywing of dokument in te dien, kan 'n afskrif daarvan, deur die klerk van die hof gewaarmerk, sonder voorlegging van die oorspronklike as bewys ingedien word.

REËL 62.

Sekerheidstelling vir Koste deur Eiser.

62. (1) Indien 'n eiser—

- (a) nie binne die Republiek woonagtig is nie;
- (b) 'n ongerehabiliteerde insolvent is;
- (c) 'n geregistreerde of ingelyfde maatskappy is; of
- (d) geen wesenlike belang in die skuldoorsaak het nie,

kan die verweerder (tensy aan die eiser verlof verleen is om as 'n behoeftige te dagvaar), na betekening van die dagvaarding en voordat die pleitstukke gesluit is, van hom vereis dat hy sekerheid stel vir die koste van die aksie (met uitsluiting van die hoofsom of koste van enige teenvordering deur die verweerder ingestel): Met dien verstande dat indien die feit waarop gesteun word eers na die sluiting van die pleitstukke tot die verweerder se kennis gekom het, die verweerder binne 2 dae nadat sodanige feit tot sy kennis gekom het, kan vereis dat sodanige sekerheid gestel word.

(2) Indien daar nie binne 2 dae aan sodanige versoek voldoen word nie, kan die hof op aansoek of die verrigtinge opskort totdat aan die versoek voldoen is of die aksie afwys.

(3) In hierdie reël omvat „eiser” nie 'n eiser in rekonvensie nie en „aksie” omvat nie 'n teenvordering nie.

(4) Gelde wat kragtens subreël (1) geregtelik inbetaal is en vir meer as 3 jaar onuitbetaal is, kan in die Gekonsolideerde Inkomstefonds inbetaal word nadat 3 maande skriftelike kennis van sodanige voorneme aan die betrokke partye gegee is. Daarna kan die betrokke partye aansoek doen om 'n terugbetaling van die bedrag wat in genoemde fonds inbetaal is.

(5) Die bepalinge van hierdie reël is *mutatis mutandis* van toepassing op verrigtinge wat by aansoek begin is.

for a period equivalent, at the least, to the period of proper notice upon such terms as to costs as may be just. If the proceedings be adjourned in the absence of the party who received short service, due notice of the adjournment must be given to such party by the party responsible for the short service.

(7) No process or notice shall be invalid by reason of any obvious error in spelling or in figures or of date.

(8) If any party has in fact been misled by any such error in any process or notice served upon him, the court may on application grant him such relief as may be just and may for that purpose set aside the process or notice and rescind any default judgment given thereon.

RULE 61.

Records, Entries or Documents as Evidence in Civil Matters.

61. (1) Where it is necessary to give in evidence in the court any record, entry or document of the same court in another action, the clerk of the court shall, on reasonable notice, produce and show the original thereof, and the cost of copies shall not be allowed.

(2) Where it is necessary to give in evidence in another court any such record, entry or document, a copy thereof certified by the clerk of the court may be given in evidence without production of the original.

RULE 62.

Security for Costs by Plaintiff.

62. (1) Where a plaintiff—

- (a) is not resident within the Republic;
- (b) is an unrehabilitated insolvent;
- (c) is a registered or incorporated company; or
- (d) has no substantial interest in the cause of action,

the defendant may (unless the plaintiff has obtained leave to sue as a pauper) after service of the summons and before the close of the pleadings require him to give security for the costs of the action (excluding the principal or costs of any claim in reconvention made by the defendant): Provided that if the fact relied upon first came to the knowledge of the defendant after the close of pleadings, the defendant may within 2 days after such fact has come to his knowledge require that such security be given.

(2) If such request is not complied with within 2 days, the court may on application either stay the proceedings until such request is complied with or dismiss the action.

(3) In this rule “plaintiff” shall not include a plaintiff in reconvention nor shall “action” include a claim in reconvention.

(4) Money paid into court under subrule (1) and outstanding for more than 3 years, may be paid into the Consolidated Revenue Fund, after 3 months' notice of such intention in writing has been given to the parties concerned. Thereafter the parties concerned may apply for a refund of the amount paid into the said Fund.

(5) The provisions of this rule shall *mutatis mutandis* apply to proceedings instituted by way of application.

REËL 63.

Invordering van Klein Skulde.

63. (1) Behoudens die bepalinge van hierdie reël, is hierdie reëls *mutatis mutandis* van toepassing op verrigtinge kragtens Hoofstuk VIII van die Wet.

(2) Die dagvaarding waardeur 'n aksie begin word, moet in die vorm wees soos vir daardie doel in Bylae 1 voorgeskryf.

(3) Die dagvaarding word deur die eiser of deur die persoon wat deur die klerk van die hof toegelaat is om kragtens artikel 55 van die Wet op te tree, onderteken.

(4) Die bepalinge van enige reël met betrekking tot die aflewering van 'n verweerskrif of versuim om 'n verweerskrif af te lewer, is nie van toepassing nie.

(5) 'n Verweerder wat kennis gegee het van voorneme om te verdedig, kan te eniger tyd voor die aanhoring van die vordering by die klerk van die hof 'n skriftelike verklaring indien waarin die aard van sy verweer en besonderhede van die gronde waarop dit berus, uiteengesit word.

(6) Die verweerder moet 'n afskrif van dié verklaring aan die eiser verstrek.

(7) Indien kennis gegee word van voorneme om te verdedig, moet die klerk van die hof 'n dag bepaal vir die aanhoring van die vordering en moet die partye ten minste 7 dae voor sodanige aanhoring skriftelik daarvan in kennis stel.

(8) Wanneer 'n vergadering of uitstel *sine die* geskied, moet die klerk van die hof die partye ten minste 7 dae voor die datum van die voortgesette aanhoring skriftelik daarvan in kennis stel.

REËL 64.

Prosedure om die Bywoning van Getuies in Strafsake te Verkry.

64. (1) Die prosesstuk om 'n persoon te verkry om voor die hof te verskyn om getuie in enige strafsake af te lê of om boeke, papiere of dokumente oor te lê, is 'n dagvaarding wat deur die party wat die verskyning van dié persoon verlang, opgestel en deur die klerk van die hof uitgereik word.

(2) Die oorspronklike dagvaarding en soveel afskrifte daarvan as wat daar getuies is wat gedagvaar moet word, moet besorg word aan die geregsbode of ander persoon wat gemagtig is om dagvaardings in die gebied waar die getuie woonagtig is, te beteken of aan die persoon in artikel 15 (2) of (3) van die Wet genoem, na gelang van die geval.

(3) 'n Afskrif van die dagvaarding word aan die getuie persoonlik beteken of by sy woon- of besigheidsplek, of plek waar hy in diens is, deur dit daar aan iemand, wat oënskynlik nie jonger as 16 jaar is nie en blykbaar daar woon of in diens is, te oorhandig.

(4) Indien die persoon aan wie die dagvaarding beteken moet word sy woon- of besigheidsplek gesluit hou en derhalwe betekening van die dagvaarding verhinder, is dit voldoende betekening as 'n afskrif daarvan aan die buite- of hoofdeur van sodanige woon- of besigheidsplek geheg word.

(5) Die persoon wat die dagvaarding beteken moet, indien die persoon aan wie dit beteken word dit vereis, die oorspronklike aan hom toon.

(6) Die persoon wat die dagvaarding beteken, moet 'n relaas van betekening maak deur op die oorspronklike of op 'n stuk daaraan geheg die wyse waarop die dagvaarding beteken is, aan te teken. Die oorspronklike moet aan die klerk van die hof uit wie se kantoor dit uitgereik is, terugbesorg word.

RULE 63.

Recovery of Small Debts.

63. (1) These rules shall *mutatis mutandis* apply to proceedings under Chapter VIII of the Act, subject to the provisions of this rule.

(2) The summons commencing an action shall be in the form prescribed for that purpose in Annexure 1.

(3) The summons shall be signed by the plaintiff or by the person permitted by the clerk of the court to act in terms of section 55 of the Act.

(4) The provisions of any rule in regard to the delivery of or failure to deliver a plea shall not apply.

(5) A defendant who has entered an appearance to defend may at any time before the hearing of the claim lodge with the clerk of the court a written statement setting forth the nature of his defence and the particulars of the grounds on which it is based.

(6) The defendant shall furnish a copy of such statement to the plaintiff.

(7) If an appearance to defend is entered the clerk of the court shall appoint a day for hearing of the claim and shall notify the parties in writing thereof at least 7 days before such hearing.

(8) Where an adjournment or postponement is made *sine die* the clerk of the court shall notify the parties in writing of the day appointed for the continued hearing at least 7 days before such date.

RULE 64.

Procedure for Securing the Attendance of Witnesses in Criminal Cases.

64. (1) The process for securing the attendance of any person before the court to give evidence in any criminal case or to produce any books, papers or documents, shall be by subpoena prepared by the party desiring the attendance of that person and issued by the clerk of the court.

(2) The original subpoena and so many copies thereof as there are witnesses to be subpoenaed, shall be delivered to the messenger or other person authorised to serve subpoenas in the area where the witness is residing or to the person referred to in section 15 (2) or (3) of the Act, as the case may be.

(3) A copy of the subpoena shall be served upon the witness personally or at his residence or place of business or employment by delivering it to some person thereat who is apparently not less than 16 years of age and apparently residing or employed thereat.

(4) If the person to be served with a subpoena keeps his residence or place of business closed and thus prevents the service of the subpoena, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(5) The person serving the subpoena shall, if required by the person upon whom it is served, exhibit to him the original.

(6) The person serving the subpoena shall make a return of service by endorsing on the original or on a document attached thereto the manner in which the subpoena was served. The original shall be returned to the clerk of the court out of whose office it was issued.

REËL 65.

Register van Strafsake.

65. (1) Die klerk van die hof hou 'n register, die „register van strafsake” genoem, waarin hy daeliks besonderhede van elke strafsake wat op daardie dag voor die hof kom, moet aanteken.

(2) Wanneer die hof 'n lasbrief kragtens die bepalings van artikel 309 (3) of artikel 309 *bis* van die Strafproseduurewet, 1955 (Wet No. 56 van 1955), uitgereik het en die aanklaer daarna die klagte terugtrek, is dit nie nodig om weer besonderhede van sodanige saak in die register van strafsake aan te teken nie: Met dien verstande dat indien sodanige besonderhede nie in die register van strafsake aangeteken word nie, die klerk van die hof 'n afsonderlike register moet hou van alle lasbriewe wat kragtens voornoemde artikels uitgereik is en in elke daaropvolgende stadium besonderhede van die datum van uitreiking van die lasbrief, die saaknommer, die naam van die beskuldigde, die datum waarop die lasbrief aan die polisie vir tenuitvoerlegging gestuur is, die feit dat die saak teruggetrek is en enige ander besonderhede wat die omstandighede mag vereis, daarin moet aanteken.

(3) Die klagstaat of, wanneer die saak by wyse van 'n voorlopige ondersoek voor die hof kom, die deklblad, moet wanneer die saak vir die eerste keer voor die hof kom, deur hom met 'n volgnummer vir die jaar genommer word, en die saak word dan onder daardie nummer in die register van strafsake ingeskrif.

(4) Die besonderhede wat in die register van strafsake aangeteken word, moet die volgende insluit:—

- (a) Die datum van verhoor;
- (b) die saaknommer;
- (c) die naam en beskrywing van die beskuldigde;
- (d) die misdryf waarvan aangekla;
- (e) die uitspraak;
- (f) die vonnis of ander wyse van beskikking; en
- (g) enige opmerkings (met inbegrip van die datum en strekking van enige bevel van die Hooggeregshof van Suid-Afrika waarby die uitspraak of vonnis by hersiening of appèl verander word).

(5) Die voorsittende regterlike amptenaar moet self enige opgelegde vonnis of ander beskikkingsbevel deur hom gegee, met inbegrip van 'n vryspraak of ander ontslag, uitstel van die oplegging van 'n vonnis, verdagting, verwysing na 'n ander hof of verwysing ter strafsitting, in die register van strafsake aanteken.

REËL 66.

Notule in Strafsake.

66. (1) Die hof kan in enige strafsake gelas dat die pleit en die verduideliking of verklaring, as daar is, van die beskuldigde, die mondelinge getuienis, enige eksepsie of beswaar wat in die loop van die verrigtinge opgewerp is, die beslissings en vonnis van die hof en sodanige ander gedeeltes van die verrigtinge wat die hof spesiaal aandui, in snelskrif (hieronder ook genoem „snelskrifaantekeninge”) woord vir woord of in verhaalvorm afgeneem word of dat dit op meganiese wyse afgeneem word.

(2) Elkeen wat in diens geneem is om snelskrifaantekeninge kragtens subreël (1) af te neem of vir die transkripsie van aantekeninge aldus deur iemand anders afgeneem, word geag 'n beamppte van die hof te wees en aanvaar nie sy pligte nie tensy hy skriftelik 'n eed of bevestiging, soos in reël 30 (5) bepaal, voor 'n regterlike amptenaar afgelê het.

(3) (a) Snelskrifaantekeninge aldus afgeneem, word deur die snelskrywer as juis gesertifiseer en deur die klerk van die hof by die notule van die saak bewaar.

RULE 65.

Criminal Record Book.

65. (1) The clerk of the court shall keep a book to be styled the “criminal record book” in which he shall daily enter particulars of every criminal case coming before the court on that day.

(2) Where the court has issued a warrant in terms of the provisions of section 309 (3) or section 309 *bis* of the Criminal Procedure Act, 1955 (Act No. 56 of 1955), and the prosecutor subsequently withdraws the charge, it shall not be necessary to again enter particulars of such case in the criminal record book: Provided that if such particulars are not entered in the criminal record book a separate register shall be kept by the clerk of the court of all warrants issued in terms of the aforesaid sections and at each successive stage he shall enter therein particulars of the date of issue of the warrant, the case number, the name of the accused, the date upon which the warrant was forwarded to the police for execution, the fact that the case has been withdrawn and any other particulars that circumstances may require.

(3) The charge sheet or, when the matter comes before the court by way of preparatory examination, the covering sheet, shall, when the matter first comes before the court, be numbered by him with a consecutive number for the year and the case shall then be entered in the criminal record book under that number.

(4) The particulars recorded in the criminal record book shall include—

- (a) the date of hearing;
- (b) the case number;
- (c) the name and description of the accused;
- (d) the crime charged;
- (e) the verdict;
- (f) the sentence or other mode of disposal; and
- (g) any remarks (including the date and effect of any order of the Supreme Court of South Africa varying the verdict or sentence on review or appeal).

(5) The judicial officer presiding at the hearing shall himself record in the criminal record book any sentence imposed or other order of disposal made by him including acquittal, or other discharge, postponement of sentence, adjournment, remand to another court or committal for trial.

RULE 66.

Records of Criminal Cases.

66. (1) The court may in any criminal trial direct that the plea and the explanation or statement, if any, of the accused, the evidence orally given, any exception or objection taken during the course of the proceedings, the rulings and judgment of the court and such other portion of the proceedings as the court may specially indicate, be taken down in shorthand (hereinafter also referred to as “shorthand notes”) either verbatim or in narrative form or recorded by mechanical means.

(2) Every person employed for the taking of shorthand notes in terms of subrule (1) or for the transcription of notes so taken by another person shall be deemed to be an officer of the court and shall before entering on his duties in writing take an oath or make an affirmation before a judicial officer as provided in rule 30 (5).

(3) (a) Shorthand notes so taken shall be certified as correct by the shorthand writer and filed with the record of the case by the clerk of the court.

(b) Behoudens die bepalings van subreël (4) en reël 67 (3), (8) en (10) word geen sodanige snelskrifaantekeninge getranskribeer nie tensy 'n regterlike amptenaar dit gelas.

(c) Die oorskrif van enige snelskrifaantekeninge aldus getranskribeer, word as juis gewaarmerk deur die persoon wat dit afneem en word by die stukke in die saak bewaar.

(4) (a) In enige geval waar geen transkripsie ingevolge subreël (3) gelas is nie, kan enigiemand by kennisgewing aan die klerk van die hof 'n transkripsie versoek van enige snelskrifaantekeninge wat uit hoofde van 'n lasgewing kragtens subreël (1) afgeneem is en betaal, behalwe in die geval van die Staat, 'n geld van 20c vir elke 100 woorde of gedeelte daarvan vir sodanige transkripsie.

(b) Een afskrif van die oorskrif van sodanige snelskrifaantekeninge word gratis aan die persoon verskaf op wie se versoek die transkripsie gedoen is.

(c) Die oorspronklike afskrif van die oorskrif van enige snelskrifaantekeninge in paragraaf (a) genoem, word as juis gewaarmerk deur die persoon wat dit afneem en word by die stukke in die saak bewaar.

(d) 'n Bedrag wat voldoende is om die benaderde geld wat kragtens paragraaf (a) betaalbaar is, te dek, word vooruit by die klerk van die hof gedeponeer.

(5) Behoudens die bepalings van subreël (6), word enige snelskrifaantekeninge wat uit hoofde van 'n lasgewing kragtens subreël (1) afgeneem is, en enige oorskrif daarvan, as juis gewaarmerk, juis geag en maak deel uit van die betrokke verrigtinge.

(6) Die aanklaer of die beskuldigde kan, hoogstens 7 dae na vonnis of waar die verrigtinge in snelskrif of meganies afgeneem is, binne 7 dae nadat die transkripsie daarvan voltooi is, by die hof aansoek doen om enige foute in die notule of die gewaarmerkte oorskrif daarvan te verbeter en die hof kan enige sodanige fout verbeter.

(7) Behoudens die bepalings van subreël (4) (b), kan 'n afskrif van 'n oorskrif wat gelyktydig met die transkripsie van enige snelskrifaantekeninge gemaak is, op aansoek by die klerk van die hof, aan enigiemand verskaf word teen betaling, behalwe in die geval van die Staat, van 'n geld van—

(a) in die geval van 'n afskrif van 'n oorskrif in subreël (3) genoem, 10c vir elke 100 woorde of gedeelte daarvan;

(b) in die geval van 'n afskrif van 'n oorskrif in subreël (4) (a) genoem, 2c vir elke 100 woorde of gedeelte daarvan.

(8) Enige verwysing in hierdie reël na snelskrifaantekeninge of na 'n transkripsie of oorskrif van sodanige aantekeninge, of na 'n afskrif van sodanige oorskrif, of na 'n persoon wat in diens geneem is om sodanige aantekeninge aan te teken, of na 'n persoon wat sodanige aantekeninge transkribeer, word uitgelê as 'n verwysing na 'n notule van verrigtinge op meganiese wyse afgeneem, na 'n transkripsie of oorskrif van sodanige notule, of na 'n afskrif van sodanige oorskrif, na 'n persoon wat in diens geneem is vir die afneem van sodanige meganiese notule, of na 'n persoon wat sodanige notule transkribeer, na gelang van die geval.

(9) Wanneer 'n landdros of die hof oortuig is dat 'n beskuldigde nie in staat is om die koste vir die verkryging van 'n afskrif van 'n notule of van 'n oorskrif daarvan te betaal nie of in staat is om slegs gedeelte van sodanige koste te betaal, kan sodanige landdros of hof, op versoek van die beskuldigde, die klerk van die hof gelas om 'n afskrif van sodanige notule of oorskrif gratis aan die beskuldigde te verskaf of teen sodanige verminderde bedrag as wat die landdros of hof vasstel.

(b) Subject to the provisions of subrule (4) and rule 67 (3), (8) and (10), no such shorthand notes shall be transcribed unless a judicial officer so directs.

(c) The transcript of any shorthand notes so transcribed shall be certified as correct by the person making such transcript and shall be filed with the record.

(4) (a) In any case in which no transcription was ordered in terms of subrule (3), any person may, on notice to the clerk of the court, request a transcription of any shorthand notes taken by virtue of a direction given under subrule (1) and shall, save in the case of the State, pay a fee of 20 cents for every 100 words or part thereof for such transcription.

(b) One copy of the transcript of such shorthand notes shall be supplied, free of charge, to the person at whose request the transcription was made.

(c) The original copy of the transcript of any shorthand notes referred to in paragraph (a), shall be certified as correct by the person making such copy and shall be filed with the record of the case.

(d) A sum sufficient to cover the approximate fee payable under paragraph (a) shall be deposited with the clerk of the court in advance.

(5) Subject to the provisions of subrule (6), any shorthand notes taken down by virtue of a direction made under subrule (1) and any transcript thereof, certified as correct, shall be deemed to be correct and shall form part of the record of the proceedings in question.

(6) The prosecutor or the accused may, not later than 7 days after judgment or where the proceedings have been taken down in shorthand or by mechanical means, within 7 days after the transcription thereof has been completed, apply to the court to correct any error in the record or the certified transcript thereof and the court may correct any such error.

(7) Subject to the provisions of subrule (4) (b), a copy of any transcript made simultaneously with the transcription of any shorthand notes may, upon application to the clerk of the court, be supplied to any person upon payment, save in the case of the State, of a fee of—

(a) in the case of a copy of a transcript referred to in subrule (3), 10 cents for every 100 words or part thereof;

(b) in the case of a copy of a transcript referred to in subrule (4) (a), 2 cents for every 100 words or part thereof.

(8) Any reference in this rule to shorthand notes or to a transcription or transcript of such notes or to a copy of such transcript, or to a person employed for the taking of such notes, or to a person transcribing such notes, shall be construed as a reference to a record of proceedings made by mechanical means, to a transcription or transcript of such record, or to a copy of such transcript, to a person employed for the making of such mechanical record, or to a person transcribing such record as the case may be.

(9) Where a magistrate or the court is satisfied that an accused is unable to pay the costs of obtaining a copy of any record or of any transcript thereof or is able to pay only part of such costs, such magistrate or court may, at the request of the accused, direct the clerk of the court to deliver a copy of such record or transcript to the accused free of charge or at such reduced charge as the magistrate or court may determine.

REËL 67.

Strafappèlle.

67. (1) 'n Veroordeelde wat verlang om kragtens artikel 103 (1) van die Wet te appelleer, moet binne 14 dae na die datum van die betrokke skuldigbevinding, vonnis of bevel 'n skriftelike kennisgewing van appèl by die klerk van die hof indien waarin hy duidelik en in besonderhede die gronde, hetsy feitlike of regsgronde of feitlike sowel as regsgronde, waarop die appèl berus, uiteensit: Met dien verstande dat indien sodanige appèl deur 'n prokureur namens 'n veroordeelde persoon aangeteken word, hy tegelyk met die indiening van die kennisgewing van appèl 'n volmag moet indien wat hom magtig om 'n appèl aan te teken en om namens die veroordeelde persoon op te tree.

(2) As die appellant weens ongeletterdheid of liggaamsgebrek nie in staat is om sodanige kennisgewing van appèl op te stel nie, moet die klerk van die hof, op sy versoek, dit doen.

(3) As 'n appèl aangeteken word, moet die klerk van die hof 'n afskrif van die notule van die saak, insluitende 'n transkripsie daarvan as dit kragtens die bepalings van reël 66 (1) afgeneem is, laat maak en dit aan die regterlike amptenaar voorlê wat binne 14 dae daarna aan die klerk van dié hof 'n skriftelike verklaring moet verstrek waarin aangegee word—

(a) die feite wat hy bevind het bewys te wees;

(b) sy redes vir enige feitlike bevinding wat in die appellant se kennisgewing vermeld is en waarteen geappelleer word; en

(c) sy redes vir enige beslissing oor 'n regsvraag of ten opsigte van die toelating of verwerping van getuienis aldus vermeld en waarteen geappelleer word.

(4) Die klerk van die hof moet by ontvangs van die regterlike amptenaar se verklaring onverwyld die persoon wat die appèl aangeteken het, verwittig dat die verklaring verstrek is.

(5) Binne 14 dae nadat die persoon wat die appèl aangeteken het aldus verwittig is, kan die appellant by kennisgewing aan die klerk van die hof sy kennisgewing van appèl wysig en die regterlike amptenaar kan, na goeddunke, binne 7 dae daarna 'n verdere of gewysigde verklaring van sy feitlike bevindings en redes vir vonnis aan die klerk van die hof verstrek.

(6) Wanneer 'n appèl aangeteken word in 'n saak waarin die vervolging nie van staatsweë ingestel is nie, moet die kennisgewing in subreël (1) genoem en enige gewysigde kennisgewing in subreël (5) genoem, deur die appellant ook aan die staatsaanklaer beteken word.

(7) 'n Prokureur-generaal wat verlang om kragtens artikel 103 (2) van die Wet teen 'n afwysing van die dagvaarding of klagte te appelleer, moet binne 28 dae na sodanige afwysing 'n kennisgewing van appèl aflewer.

(8) As 'n appèl aangeteken word soos in subreël (7) bepaal, moet die klerk van die hof 'n afskrif van die notule van die saak, met inbegrip van 'n transkripsie daarvan as dit kragtens die bepalings van reël 66 (1) afgeneem is, laat maak en dit aan die regterlike amptenaar voorlê wat binne 14 dae daarna aan die klerk van die hof 'n skriftelike verklaring verstrek waarin sy redes vir die afwysing van die dagvaarding of klagte aangegee word.

RULE 67.

Criminal Appeals.

67. (1) A convicted person desiring to appeal under section 103 (1) of the Act, shall within 14 days after the date of conviction, sentence or order in question, lodge with the clerk of the court a notice of appeal in writing in which he shall set out clearly and specifically the grounds, whether of fact or law or both fact and law, on which the appeal is based: Provided that if such appeal is noted by an attorney on behalf of a convicted person he shall simultaneously with the lodging of the notice of appeal lodge a power of attorney authorising him to note an appeal and to act on behalf of the convicted person.

(2) If the appellant is unable, owing to illiteracy or physical defect, to write out such notice of appeal, the clerk of the court shall, upon his request, do so.

(3) Upon an appeal being noted the clerk of the court shall cause to be prepared a copy of the record of the case, including a transcript thereof if it was recorded in accordance with the provisions of rule 66 (1), and then place the record before the judicial officer who shall within 14 days thereafter furnish to the clerk of the court a statement in writing showing—

(a) the facts he found to be proved;

(b) his reasons for any finding of fact specified in the appellant's notice as appealed against; and

(c) his reasons for any ruling on any question of law or as to the admission or rejection of evidence so specified as appealed against.

(4) The clerk of the court shall upon receipt of the judicial officer's statement forthwith inform the person who noted the appeal that the statement has been furnished.

(5) Within 14 days after the person who noted the appeal has been so informed, the appellant may by notice to the clerk of the court, amend his notice of appeal and the judicial officer may, in his discretion, within 7 days thereafter furnish to the clerk of the court a further or amended statement of his findings of fact and reasons for judgment.

(6) When an appeal is noted in a case in which the prosecution was not at the public instance the notice referred to in subrule (1) and any amended notice provided for in subrule (5) shall be served by the appellant also upon the prosecutor.

(7) An attorney-general desiring to appeal under section 103 (2) of the Act against the dismissal of a summons or charge shall, within 28 days after such dismissal, deliver a notice of appeal.

(8) Upon an appeal being noted as provided in subrule (7) the clerk of the court shall cause to be prepared a copy of the record of the case, including a transcript thereof if it was recorded in accordance with the provisions of rule 66 (1), and then place the record before the judicial officer who shall within 14 days thereafter furnish to the clerk of the court a statement in writing of his reasons for dismissing the summons or charge.

(9) 'n Prokureur-generaal of ander aanklaer wat 'n appèl kragtens artikel 104 (1) van die wet beoog, moet binne 28 dae na beëindiging van die strafregtelike verrigtinge die regterlike amptenaar skriftelik versoek om 'n saak te stel.

(10) By ontvangs van die versoek in subreël (9) genoem, moet die klerk van die hof 'n afskrif van die notule van die saak, met inbegrip van 'n transkripsie daarvan as dit kragtens die bepalings van reël 66 (1) afgeneem is, laat maak en dit dan aan die regterlike amptenaar voorlê wat binne 14 dae daarna 'n gestelde saak aan die klerk van die hof moet voorlê wat onverwyld 'n afskrif daarvan aan die prokureur-generaal of ander aanklaer, na gelang van die geval, moet stuur. Die gestelde saak moet in agtereenvolgens genommerde paragrawe verdeel word en in die volgende volgorde gerangskik wees:—

(a) Die regterlike amptenaar se feitlike bevindings vir sover hulle wesenlik betrekking het op die regsrae waarop ten gunste van die beskuldigde beslissings is;

(b) die regsrae;

(c) die regterlike amptenaar se beslissing ten opsigte van sodanige vrae en sy redes daarvoor.

(11) Die prokureur-generaal of ander aanklaer kan, binne 14 dae nadat hy die gestelde saak ontvang het, 'n kennisgewing van appèl teen die beslissing op regsrae aflewer.

(12) Elke kennisgewing van appèl, verklaring van die regterlike amptenaar en gestelde saak wat kragtens die bepalings van hierdie reël by die klerk van die hof ingedien of aan hom versirek is, maak deel uit van die stukke in die saak.

(13) Die klerk van die hof moet binne 7 dae na ontvangs deur hom van die verklaring in subreël (5) of (8) genoem, of van die kennisgewing van appèl wat kragtens subreël (11) afgelewer is, na gelang van die geval, die notule van die strafverrigtinge of gestelde saak, tesame met 3 afskrifte daarvan, aan die griffier van die hof van appèl stuur. Wanneer die vervolging van staatsweë ingestel is, moet hy 1 sodanige afskrif ook aan die prokureur-generaal stuur: Met dien verstande dat indien die appellant nie sy kennisgewing van appèl, soos in subreël (5) bepaal, gewysig het nie, die klerk van die hof die notule onverwyld aldus moet aanstuur nadat die tydperk wat vir 'n wysiging van die kennisgewing van appèl bepaal is, verstryk het.

REËL 68.

Ampseed van Tolke.

68. (1) Elke tolk uitgesonderd 'n geleentheidstolk moet by aanvaarding van sy amp voor 'n regterlike amptenaar skriftelik 'n eed of plegtige verklaring, deur hom onderteken, aflê in die vorm hieronder uiteengesit, naamlik:—

„Ek,,
(volle naam)

verklaar hierby onder eed/plegtig en opreg dat wanneer ook al ek die werksaamhede van 'n tolk in enige verrigtinge in enige landdroshof moet verrig, ek na my beste vermoë getrou en juis uit die taal wat ek aangesê mag word om te tolk in een van die amptelike tale sal tolk en omgekeerd.”

(2) Sodanige eed of plegtige verklaring word op die wyse wat vir die aflegging of afneem van 'n eed of plegtige verklaring voorgeskryf is, afgelê of afgeneem.

(9) An attorney-general or other prosecutor who contemplates an appeal under section 104 (1) of the Act, shall, within 28 days after the conclusion of the criminal proceedings, in writing request the judicial officer to state a case.

(10) Upon receipt of the request referred to in subrule (9), the clerk of the court shall cause to be prepared a copy of the record of the case, including a transcript thereof if it was recorded in accordance with the provisions of rule 66 (1), and then place the record before the judicial officer who shall within 14 days thereafter furnish a stated case to the clerk of the court who shall forthwith transmit a copy thereof to the attorney-general or other prosecutor, as the case may be. The stated case shall be divided into paragraphs, numbered consecutively and shall be arranged in the following order:—

(a) The judicial officer's findings of fact in so far as they are material to the questions of law on which decision in favour of the accused was given;

(b) questions of law;

(c) the judicial officer's decision on such questions and his reasons therefor.

(11) The attorney-general or other prosecutor may, within 14 days after the receipt by him of the stated case, deliver notice of appeal against the decision on questions of law.

(12) Every notice of appeal, judicial officer's statement and stated case filed of record with or furnished to the clerk of the court under the provisions of this rule shall become part of the record.

(13) The clerk of the court shall within 7 days after receipt by him of the statement referred to in subrule (5) or (8) or of the notice of appeal delivered in terms of subrule (11), as the case may be, transmit to the registrar of the court of appeal the record of the criminal proceedings or the stated case, together with 3 copies thereof. When the prosecution is at the public instance he shall also transmit one such copy to the attorney-general: Provided that if the appellant has not amended his notice of appeal as provided in subrule (5), the clerk of the court shall so transmit the record without delay after the period allowed for an amendment of the notice of appeal has lapsed.

RULE 68.

Oath of Office of Interpreter.

68. (1) Every interpreter other than a casual interpreter shall upon entrance into office in writing take an oath or make an affirmation subscribed by him before a judicial officer in the form set out below, namely:—

“I,,
(full name)

do hereby swear/solemnly and sincerely affirm and declare that whenever I may be called upon to perform the functions of an interpreter in any proceedings in any magistrate's court I shall truly and correctly to the best of my ability interpret from the language I may be called upon to interpret into either of the official languages and vice versa.”

(2) Such oath or affirmation shall be taken or made or administered in the manner prescribed for the taking or making or administration of an oath or affirmation.

(3) Wanneer ook al 'n geleentheidstolk aangestel word om in 'n besondere saak te tolk, moet van hom vereis word dat hy 'n eed of plegtige verklaring voor 'n regterlike amptenaar soos volg aflê:—

„Ek.....
(volle naam)

verklaar hierby onder eed/plegtig en opreg dat ek na my beste vermoë getrou en juis uit die taal wat ek aangesê mag word om te tolk in die verrigtinge van.....

gehou in die landdroshof te.....
in een van die amptelike tale sal tolk en omgekeerd.”

Sodanige eed of plegtige verklaring word op die wyse wat vir die aflegging of afneem van 'n eed of plegtige verklaring voorgeskryf is, afgelê of afgeneem.

(4) Die feit dat die eed deur sodanige geleentheidstolk afgelê is of dat hy plegtig verklaar het om getrou en juis te tolk asook die taal waaruit of waarin hy aangesê word om te tolk, uitgesonderd die amptelike tale, moet in die hofstukke aangeteken word.

(5) Wanneer ook al 'n geleentheidstolk op 'n daelike grondslag vir 'n bepaalde tydperk in diens geneem word om uit of in 'n besondere taal te tolk, word dit nie vereis dat 'n eed in elke saak van hom afgeneem word nie of dat hy in elke saak 'n plegtige verklaring aflê nie, maar daar word van hom vereis dat hy skriftelik 'n eed of plegtige verklaring voor 'n regterlike amptenaar aflê dat hy na sy beste vermoë getrou en juis uit die taal wat hy aangesê mag word om te tolk in enige verrigtinge in enige landdroshof in een van die amptelike tale en omgekeerd, sal tolk gedurende die tydperk waarvoor hy as 'n geleentheidstolk in diens geneem is. Sodanige eed of plegtige verklaring word op die wyse wat vir die aflegging of afneem van 'n eed of plegtige verklaring voorgeskryf is, afgelê of afgeneem.

REËL 69.

Herroeping van Reëls.

69. (a) Behoudens die bepalings van paragraaf (b), word Goewermentskennisgewings Nos. 814 gedateer 18 Mei 1945, 362 gedateer 13 Februarie 1948, 1154 gedateer 11 Junie 1954, 1212 gedateer 18 Junie 1954, 918 gedateer 6 Mei 1955, 802 gedateer 13 Junie 1958, 2014 gedateer 4 Desember 1959 en 1313 gedateer 28 Augustus 1964 hierby herroep.

(b) Die gebruik van die vorms in die Eerste Aanhangel by die reëls uitgevaardig kragtens Goewermentskennisgewing No. 814 gedateer 18 Mei 1945, soos gewysig, en by paragraaf (a) herroep, kan, met die nodige veranderings wat deur omstandighede vereis mag word, vir 'n tydperk van 12 maande vanaf die datum waarop hierdie reëls in werking tree, voortgesit word.

BYLAE 1.

VORMS.

Vorm No.

1. Kennisgewing van aansoek (algemene vorm).
2. Dagvaarding waardeur aksie begin word (gewoon).
3. Dagvaarding waardeur aksie begin word (waarby 'n outomatiese huurinterdik ingelyf is).
4. Kennisgewing kragtens reël 9 (12) vir vervangende betekening.
5. Versoek om vonnis by verstek.
6. Kennisgewing van terugtrekking.
7. Kennisgewing van aansoek om summierse vonnis.
8. Beëdigde verklaring ter stawing van aansoek om summierse vonnis.
9. Beëdigde verklaring kragtens artikel 32 van die Wet.

(3) Whenever a casual interpreter is appointed to interpret in a particular case he shall be required to take an oath or solemnly and sincerely affirm and declare before a judicial officer as follows:—

“I.....
(full name)

do hereby swear/solemnly and sincerely affirm and declare that I shall truly and correctly to the best of my ability interpret from the language I am called upon to interpret in the proceedings of.....
held in the magistrate's court of.....
into either of the official languages and *vice versa*.”

Such oath or affirmation shall be taken or made or administered in the manner prescribed for the taking or making or administration of an oath or affirmation.

(4) The fact that the oath has been taken by such casual interpreter or that he has affirmed to interpret truly and correctly shall be endorsed on the court record and also the language he is called upon to interpret from or into, excluding the official languages.

(5) Whenever a casual interpreter is employed on a daily basis for a certain period to interpret from or into a particular language it shall not be necessary to administer an oath to him in every case or to require him to affirm and declare in every case, but he shall be required to take an oath or solemnly and sincerely affirm and declare in writing before a judicial officer that he shall truly and correctly to the best of his ability interpret from the language he may be called upon to interpret in any proceedings in any magistrate's court into one of the official languages and *vice versa* for the period he is employed as a casual interpreter. Such oath or affirmation shall be taken or made or administered in the manner prescribed for the taking or making or administration of an oath or affirmation.

RULE 69.

Repeal of Rules.

69. (a) Subject to the provisions of paragraph (b), Government Notices Nos. 814 dated 18 May 1945, 362 dated 13 February 1948, 1154 dated 11 June 1954, 1212 dated 18 June 1954, 918 dated 6 May 1955, 802 dated 13 June 1958, 2014 dated 4 December 1959, and 1313 dated 28 August 1964 are hereby repealed.

(b) For a period of 12 months from the date upon which these rules come into operation the use of the forms contained in the First Annexure to the rules published under Government Notice No. 814 dated 18 May 1945, as amended, and repealed by paragraph (a), may, with the necessary variations as circumstances may require, be continued.

ANNEXURE 1.

FORMS.

Form No.

1. Notice of application (general form).
2. Summons commencing action (ordinary).
3. Summons commencing action (in which is included an automatic rent interdict).
4. Notice under rule 9 (12) for substituted service.
5. Request for default judgment.
6. Notice of withdrawal.
7. Notice of application for summary judgment.
8. Affidavit in support of application for summary judgment.
9. Affidavit under section 32 of the Act.

Vorm No.

10. Sekerheidstelling kragtens artikel 32 van die Wet.
11. Bevel kragtens artikel 32 van die Wet.
12. Toestemming tot verkoping van goed waarop kragtens artikel 32 van die Wet beslag gelê is.
13. Kennisgewing om lys van dokumente af te lewer.
14. Kennisgewing om dokumente vir insae oor te lê.
15. Kennisgewing om by verhoor oor te lê.
16. Bevel tot interdik *ex parte* verkry.
17. Bevel tot inhegtenisneming van 'n persoon *suspectus de fuga*.
18. Bevel tot inhegtenisneming van die persoon of beslaglegging op goed om jurisdiksie te vestig of te bevestig.
19. Opdrag om voor-verhoor-onderhoud by te woon.
20. Bevel—voor-verhoor-onderhoud.
21. Aansoek om verhoor met assessore.
22. Dagvaarding aan assessor.
23. Getuienisnemende kommissie.
24. Getuiedagvaarding.
25. Lasbrief vir betaling van boete of inhegtenisneming van 'n getuie weens nie-verskyning.
26. Lasbrief vir die inhegtenisneming van 'n getuie weens nie-verskyning.
27. Sekerheidstelling by inhegtenisneming, beslaglegging of interdik *ex parte*.
28. Sekerheidstelling wanneer tenuitvoerlegging hangende appêl opgeskort is.
29. Sekerheidstelling wanneer tenuitvoerlegging hangende appêl toegestaan is.
30. Lasbrief vir uitsetting.
31. Lasbrief vir lewering van goed.
32. Lasbrief vir eksekusie teen goed.
33. Kennisgewing van beslaglegging in tenuitvoerlegging.
34. Kennisgewing aan preferente skuldeiser [artikel 66 (2) (a) van die Wet].
35. Tussenpleitdagvaarding [artikel 69 (1) van die Wet].
36. Tussenpleitdagvaarding [artikel 69 (2) van die Wet].
37. Sekerheidstelling kragtens reël 38.
38. Kennisgewing van aansoek om 'n skuldbeslagorder.
39. Beëdigde verklaring ter stawing van 'n aansoek om 'n skuldbeslagorder.
40. Skuldbeslagorder vir beslaglegging op 'n skuld.
41. Skuldbeslagorder vir beslaglegging op besoldiging.
42. Kennisgewing aan vonnisskuldenaar om 'n ondersoek na sy finansiële toestand by te woon en om dokumente oor te lê.
43. Beëdigde verklaring ter stawing van kennisgewing kragtens artikel 65 (1) van die Wet.
44. Lasbrief vir die inhegtenisneming van 'n vonnisskuldenaar kragtens artikel 65 (5) (a) van die Wet.
45. Kennisgewing kragtens artikel 65 (9) (a) van die Wet om redes aan te voer.
46. Lasbrief vir die inhegtenisneming en gevangesetting van 'n vonnisskuldenaar kragtens artikel 65 (9) (d) van die Wet (versuim van vonnisskuldenaar om te verskyn).
47. Lasbrief vir gevangesetting kragtens artikel 65 (9) (d) van die Wet (waar vonnisskuldenaar versuim het om aan hofbevel te voldoen).
48. Lasbrief vir gevangesetting kragtens artikel 65 (9) (d) van die Wet (lasgewing deur hof kragtens artikel 65 (9) (g) van die Wet).
49. Lasbrief vir invryheidstelling in 'n siviele aangeleentheid.
50. Aansoek om administrasie-order kragtens artikel 74 (1) van die Wet.
51. Beëdigde verklaring ter stawing van 'n aansoek om 'n administrasie-order kragtens artikel 74 (1) van die Wet.
52. Dagvaarding vir die invordering van klein skulde.
53. Kennisgewing van afstanddoening van 'n bepaalde vordering, eksepsie of verweer.
54. Ooreenkoms om nie te appelleer nie.
55. Versoek om insae in notule.
56. Register van strafsake.

ALFABETIESE LYS.

Vorm No.

50. Administrasie-order: Aansoek kragtens artikel 74 (1) van die Wet.
21. Aansoek om verhoor met assessore.
22. Assessor: Dagvaarding aan.
8. Beëdigde verklaring ter stawing van aansoek om summiere vonnis.
9. Beëdigde verklaring kragtens artikel 32 van die Wet.
39. Beëdigde verklaring ter stawing van 'n aansoek om 'n skuldbeslagorder.
43. Beëdigde verklaring ter stawing van kennisgewing kragtens artikel 65 (1) van die Wet.

Form No.

10. Security under section 32 of the Act.
11. Order under section 32 of the Act.
12. Consent to sale of goods attached under section 32 of the Act.
13. Notice to deliver schedule of documents.
14. Notice to produce documents for inspection.
15. Notice to produce at trial.
16. Order for interdict obtained *ex parte*.
17. Order for arrest of person *suspectus de fuga*.
18. Order for attachment of person or property to found or confirm jurisdiction.
19. Direction to attend pre-trial conference.
20. Order—Pre-trial conference.
21. Application for trial with assessors.
22. Summons to assessor.
23. Commissions *de bene esse*.
24. Subpoena.
25. Warrant for payment of fine or arrest of witness in default.
26. Warrant for the arrest of a witness in default.
27. Security on arrest, attachment or interdict *ex parte*.
28. Security when execution is stayed pending appeal.
29. Security when execution is allowed pending appeal.
30. Warrant of ejectment.
31. Warrant for delivery of goods.
32. Warrant of execution against property.
33. Notice of attachment in execution.
34. Notice to preferent creditor [section 66 (2) (a) of the Act].
35. Interpleader summons [section 69 (1) of the Act].
36. Interpleader summons [section 69 (2) of the Act].
37. Security under rule 38.
38. Notice of application for garnishee order.
39. Affidavit in support of application for a garnishee order.
40. Garnishee order for the attachment of a debt.
41. Garnishee order for the attachment of emoluments.
42. Notice to judgment debtor to attend enquiry into his financial position and to produce documents.
43. Affidavit in support of notice issued under section 65 (1) of the Act.
44. Warrant for the arrest of a judgment debtor under section 65 (5) (a) of the Act.
45. Notice to show cause under section 65 (9) (a) of the Act.
46. Warrant for the arrest and committal of judgment debtor under section 65 (9) (d) of the Act (where judgment debtor fails to appear).
47. Warrant of committal under section 65 (9) (d) of the Act (where judgment debtor failed to comply with order of court).
48. Warrant of committal under section 65 (9) (d) of the Act [direction by court under section 65 (9) (g) of the Act].
49. Warrant of liberation in civil matter.
50. Application for an administration order under section 74 (1) of the Act.
51. Affidavit in support of application for an administration order under section 74 (1) of the Act.
52. Summons for recovery of small debt.
53. Notice of abandonment of specified claim, exception or defence.
54. Agreement not to appeal.
55. Request to inspect record.
56. Criminal record book.

ALPHABETICAL LIST.

Form No.

8. Affidavit in support of application for summary judgment.
9. Affidavit under section 32 of the Act.
39. Affidavit in support of application for a garnishee order.
43. Affidavit in support of notice issued under section 65 (1) of the Act.
51. Affidavit in support of application for an administration order under section 74 (1) of the Act.

Form No.

51. Beëdigde verklaring ter stawing van 'n aansoek om 'n administrasie-order kragtens artikel 74 (1) van die Wet.
4. Betekening: Kennisgewing kragtens artikel 9 (12) vir vervangende.
11. Bevel kragtens artikel 32 van die Wet.
16. Bevel tot interdik *ex parte* verkry.
17. Bevel tot inhegtenisneming van 'n persoon *suspectus de fuga*.
18. Bevel tot inhegtenisneming of beslaglegging om jurisdiksie te vestig of bevestig.
20. Bevel: Voor-verhoor-onderhoud.
2. Dagvaarding waardeur aksie begin word (gewoon).
3. Dagvaarding waardeur aksie begin word (waarby 'n outomatiese huurinterdik ingelyf is).
22. Dagvaarding aan assessor.
24. Dagvaarding: Getuie.
52. Dagvaarding vir invordering van klein skulde.
24. Getuiedagvaarding.
23. Getuienisnemende kommissie.
1. Kennisgewing van aansoek (algemene vorm).
4. Kennisgewing kragtens reël 9 (12) vir vervangende betekening.
6. Kennisgewing van terugtrekking.
7. Kennisgewing van aansoek om summere vonnis.
13. Kennisgewing om lys van dokumente af te lewer.
14. Kennisgewing om dokumente vir insae oor te lê.
15. Kennisgewing om by verhoor oor te lê.
33. Kennisgewing van beslaglegging in tenuitvoerlegging.
34. Kennisgewing aan preferente skuldeiser [artikel 66 (2) (a) van die Wet].
38. Kennisgewing van aansoek om 'n skuldbeslagorder.
42. Kennisgewing aan vonnisskuldenaar om 'n ondersoek na sy finansiële toestand by te woon en om dokumente oor te lê.
45. Kennisgewing kragtens artikel 65 (9) (a) van die Wet om redes aan te voer.
53. Kennisgewing van afstanddoening van 'n bepaalde vordering, eksepsie of verweer.
25. Lasbrief vir betaling van boete of inhegtenisneming van 'n getuie weens nie-verskyning.
26. Lasbrief vir die inhegtenisneming van 'n getuie weens nie-verskyning.
30. Lasbrief vir uitsetting.
31. Lasbrief vir lewering van goed.
32. Lasbrief vir eksekusie teen goed.
44. Lasbrief vir die inhegtenisneming van 'n vonnisskuldenaar kragtens artikel 65 (5) (a) van die Wet.
46. Lasbrief vir die inhegtenisneming en gevangesetting van 'n vonnisskuldenaar kragtens artikel 65 (9) (d) van die Wet (versuim van vonnisskuldenaar om te verskyn).
47. Lasbrief vir gevangesetting kragtens artikel 65 (9) (d) van die Wet (waar vonnisskuldenaar versuim het om aan die hofbevel te voldoen).
48. Lasbrief vir gevangesetting kragtens artikel 65 (9) (d) van die Wet [lasgewing deur hof kragtens artikel 65 (9) (g) van die Wet].
49. Lasbrief vir invryheidstelling in 'n siviele aangeleentheid.
54. Ooreenkoms om nie te appelleer nie.
19. Opdrag om voor-verhoor-onderhoud by te woon.
56. Register van Strafsake.
10. Sekerheidstelling kragtens artikel 32 van die Wet.
27. Sekerheidstelling by inhegtenisneming, beslaglegging of interdik *ex parte*.
28. Sekerheidstelling wanneer tenuitvoerlegging hangende appel opgeskort is.
29. Sekerheidstelling wanneer tenuitvoerlegging hangende appel toegestaan is.
37. Sekerheidstelling kragtens reël 38.
38. Skuldbeslagorder: Kennisgewing van aansoek om 'n.
39. Skuldbeslagorder: Beëdigde verklaring ter stawing van 'n aansoek om 'n.
40. Skuldbeslagorder vir beslaglegging op 'n skuld.
41. Skuldbeslagorder vir beslaglegging op besoldiging.
7. Summiere vonnis: Kennisgewing van aansoek om.
8. Summiere vonnis: Beëdigde verklaring ter stawing van aansoek om.
12. Toestemming tot verkoping van goed waarop kragtens artikel 32 van die Wet beslag gelê is.
35. Tussenpleitdagvaarding [artikel 69 (1) van die Wet].
36. Tussenpleitdagvaarding [artikel 69 (2) van die Wet].
5. Versoek om vonnis by verstek.
55. Versoek om insae in notule.

Form No.

54. Agreement not to appeal.
21. Application for trial with assessors.
50. Application for an administration order under section 74 (1) of the Act.
23. Commissions *de bene esse*.
12. Consent to sale of goods attached under section 32 of the Act.
56. Criminal record book.
19. Direction to attend pre-trial conference.
40. Garnishee order for the attachment of a debt.
41. Garnishee order for the attachment of emoluments.
35. Interpleader summons [section 69 (1) of the Act].
36. Interpleader summons [section 69 (2) of the Act].
1. Notice of application (general form).
4. Notice under rule 9 (12) for substituted service.
6. Notice of withdrawal.
7. Notice of application for summary judgment.
13. Notice to deliver schedule of documents.
14. Notice to produce documents for inspection.
15. Notice to produce at trial.
33. Notice of attachment in execution.
34. Notice to preferent creditor [section 66 (2) (a) of the Act].
38. Notice of application for garnishee order.
42. Notice to judgment debtor to attend enquiry into his financial position and to produce documents.
45. Notice to show cause under section 65 (9) (a) of the Act.
53. Notice of abandonment of specified claim, exception or defence.
11. Order under section 32 of the Act.
16. Order for interdict obtained *ex parte*.
17. Order for arrest of person *suspectus de fuga*.
18. Order for attachment of person or property to found or confirm jurisdiction.
20. Order—pre-trial conference.
5. Request for default judgment.
55. Request to inspect record.
10. Security under section 32 of the Act.
27. Security on arrest, attachment or interdict *ex parte*.
28. Security when execution is stayed pending appeal.
29. Security when execution is allowed pending appeal.
37. Security under rule 38.
24. Subpoena.
2. Summons commencing action (ordinary).
3. Summons commencing action (in which is included an automatic rent interdict).
22. Summons to assessor.
52. Summons for recovery of small debt.
25. Warrant for payment of fine or arrest of witness in default.
26. Warrant for the arrest of a witness in default.
30. Warrant of ejectment.
31. Warrant for delivery of goods.
32. Warrant of execution against property.
44. Warrant for the arrest of a judgment debtor under section 65 (5) (a) of the Act.
46. Warrant for the arrest and committal of judgment debtor under section 65 (9) (d) of the Act (where judgment debtor fails to appear).
47. Warrant of committal under section 65 (9) (d) of the Act (where judgment debtor failed to comply with order of court).
48. Warrant of committal under section 65 (9) (d) of the Act [direction by court under section 65 (9) (g) of the Act].
49. Warrant of liberation in civil matter.

No. 1.—KENNISGEWING VAN AANSOEK (ALGEMENE VORM).

In die Landdroshof vir die distrik _____
 gehou te _____
 In die saak tussen _____ Saak No. _____ van 19____
 _____ en _____
 _____ Applikant
 _____ Respondent.

Neem kennis dat aansoek by bogenoemde hof op die _____ dag
 van _____ 19____ om _____ vm/nm om
 'n bevel (vermeld besonderhede van die bevel) gedoen sal word.
 Gedateer te _____
 op hede die _____ dag van _____ 19____

Applikant/Prokureur vir die
 Applikant.

Aan: _____

en: _____

Uitgereik deur _____

Saak No. _____
 Datum _____
 50c-inkomsteseël.

Klerk van die Hof.

No. 2.—DAGVAARDING WAARDEUR AKSIE BEGIN WORD (GEWOON).

Uitgeneem deur _____
 Naam en adres van eiser of sy prokureur _____
 Posadres _____

Handtekening van Eiser of sy
 Prokureur.

In die Landdroshof vir die distrik _____
 gehou te _____

Tussen _____ Eiser
 _____ en _____
 _____ Verweerder.

Aan: _____

U word hierby gedagvaar om binne _____ dae na betekening
 van hierdie dagvaarding aan u aan die klerk van bogenoemde hof en
 ook aan die eiser of sy prokureur by die adres hierin genoem, kennis
 te gee of te laat gee van voorneme om te verdedig ten einde te antwoord
 op die vordering van _____
 die hierin vermelde eiser, vir R _____ met koste, waarvan beson-
 derhede hieronder vermeld word.

*(1) Besonderhede:—

Eiser se vordering teen verweerder is vir betaling van die bedrag/
 balans van R _____ vir:—

Goedere verkoop en gelever
 Professionele dienste gelever
 Werk gedoen en verskaffing van goedere
 Geld geleen en voorgeskiet
 Dienste gelever

deur die eiser aan die verweerder op die spesiale aandrang en versoek
 van laasgenoemde gedurende die tydperk _____

Ondanks 'n aanmaning, versuim verweerder om voornoemde bedrag
 van R _____ te betaal.

Derhalwe smeek eiser om vonnis teen die verweerder vir boge-
 noemde bedrag, met koste.

Koste, as die aksie nie verdedig word nie, sal soos volg wees:—

	Dagvaarding.	Vonnis.
	R c	R c
Prokureurskoste.....	_____	_____
Hofgelde.....	_____	_____
Geregsbodegelde.....	_____	_____
Geregsbodegelde by heruitreiking.....	_____	_____
TOTAAL.....R	_____R	_____R
TOTAAL.....R	_____R	_____R

* (i) Haal skuldoorsaake wat nie toepaslik is nie deur en die klerk
 van die hof moet kragtens reël 7 (2) parafeer.

No. 1.—NOTICE OF APPLICATION (GENERAL FORM).

In the Magistrate's Court for the District of _____
 held at _____

Case No. _____ of 19____
 In the matter between _____ Applicant
 _____ and _____ Respondent.

Take notice that application will be made to the above-mentioned
 Court on the _____ day of _____, 19____
 at _____ a.m./p.m. for an order (state terms of order applied
 for).

Dated at _____ this _____ day
 of _____, 19____

Applicant/Attorney for the
 Applicant.

To: _____

and: _____

Issued by _____ Case No. _____
 Date _____ 50c Revenue Stamp.

Clerk of the Court.

No. 2.—SUMMONS COMMENCING ACTION (ORDINARY).

Sued out by _____
 Name and address of plaintiff or his attorney _____
 Postal Address _____

Signature of Plaintiff or his
 Attorney.

In the Magistrate's Court for the District of _____
 held at _____

Between _____ Plaintiff
 _____ and _____ Defendant.

To: _____

You are hereby summoned that you do within _____ days
 after the service of this summons upon you enter or cause to be
 entered with the clerk of the aforesaid court and also the plaintiff
 or his attorney at the address specified herein an appearance to answer
 the claim of _____, the
 plaintiff herein, for R _____ and costs, particulars whereof
 are endorsed hereunder.

*(1) Particulars:—

Plaintiff's claim against defendant is for payment of the sum/balance
 of R _____ for:—

Goods sold and delivered
 Professional services rendered
 Work done and goods supplied
 Money lent and advanced
 Services rendered

by the plaintiff to the defendant at the special instance and request of
 the latter during the period _____. Despite
 demand, defendant fails to pay the said sum of R _____.

Wherefore plaintiff prays for judgment against the defendant in
 the said sum, with costs.

Costs if the action is undefended, will be as follows:—

	Summons.	Judgment.
	R c	R c
Attorney's charges.....	_____	_____
Court fees.....	_____	_____
Messenger's fees.....	_____	_____
Messenger's fees on re-issue.....	_____	_____
TOTALS.....R	_____R	_____R
TOTAL.....R	_____R	_____R

* (i) Cross out inapplicable causes of action and clerk of the court
 to initial in accordance with rule 7 (2).

(ii) Vir enige ander skuldoorsaak haal besonderhede deur en vermeld besonderhede van sodanige skuldoorsaak in 'n bylae.

(iii) Indien die besonderhede van die vordering 'n afwyking van die bewoording noodsaak, moet die besonderhede van die vordering in 'n bylae by die dagvaarding uiteengesit word.

(iv) Indien die skuldoorsaak geheel en al binne die distrik ontstaan het en dit nodig is om daardie feit te beweer, moet so 'n bewering in die dagvaarding gemaak word.

En neem kennis dat as u in gebreke bly om kennis te gee van voorneme om te verdedig dit geag sal word dat u voormelde vordering erken en die eiser kan daarmee voortgaan en vonnis kan teen u in u afwesigheid gegee word, maar by betaling van genoemde vordering en koste aan die klerk van die bogenoemde hof binne die voormelde tydperk, sal vonnis nie teen u in hierdie saak gegee word nie; en dat indien u voor die vestyking van die voormelde tydperk aldus betaal of 'n toestemming tot vonnis by die klerk van die voornoemde hof indien, u die vonniskoste sal bespaar.

En neem verder kennis as volg:—

(1) Indien u enige eksepsie of teenvordering wil aanvoer, moet u binne sewe dae na kennis van voorneme om te verdedig 'n skriftelike verklaring van die aard en grond daarvan aan die klerk van bogenoemde hof en genoemde eiser of sy prokureur aflewer.

(2) Indien u 'n verweer op die meriete aanvoer, moet u binne sewe dae na kennisgewing van voorneme om te verdedig 'n skriftelike verklaring waarin die aard en gronde van sodanige verweer aangevoer word, aldus aflewer.

KENNISGEWING.—IEDEREEN TEEN WIE 'N HOF IN 'N SIVIELE SAAK 'N VONNIS GEGEE OF 'N BEVEL UITGEVAARDIG HET, EN WAT NIE TEN VOLLE AAN DAARDIE VONNIS OF BEVEL EN ALLE KOSTE WAARVOOR HY IN VERBAND DAARMEE AANSPEEKLIK IS, VOLDOEN HET NIE, PLEEG 'N MISDRYF EN IS BY SKULDIGBEVINDING STRAFBAAR MET 'N BOETE VAN HOOGSTENS R50 INDIEN HY VAN WOON- OF WERKPLEK VERANDER HET EN VERSUIM OM BINNE VEERTIEN DAE NA DIE DATUM VAN ELKE SODANIGE VERANDERING AAN DIE KLERK VAN DIE HOF WAT VOORNOEMDE VONNIS GEGEE OF BEVEL UITGEVAARDIG HET EN AAN DIE EISER OF DIE EISER SE PROKUREUR BY SKRIFTELIKE KENNISGEWING DIE NUWE WOON- OF WERKPLEK VOLLEDIG EN JUIS MEE TE DEEL.

* (2) Toestemming tot vonnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos in hierdie dagvaarding gevorder (of vir die bedrag van R_____ en koste tot op datum) en ek stem dienooreenkomstig tot vonnis toe.

Gedateer te _____ op hede
die _____ dag van _____ 19 _____

Verweerder.

(3) Kennisgewing van Voorneme om te Verdedig.

Aan die Klerk van die Hof.

Geliewe kennis te neem dat die verweerder hierby kennis gee van voorneme om hierdie aksie te verdedig.

Gedateer te _____ op hede
die _____ dag van _____ 19 _____

Verweerder/Verweerder se
Prokureur.

Adres _____
Posadres _____

(Verstrek volledige adres binne vyf myl van die Hof af waar betekening van prosesstukke of dokumente aanvaar sal word en ook die posadres.)

LET WEL.—Die oorspronklike kennisgewing moet by die klerk van die hof ingedien word vir liassering by die stukke en 'n afskrif daarvan moet aan die eiser of sy prokureur beteken word.

* LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat beteken is of op die afskrif gegee word nie, moet dit onderteken word deur twee getuies wie se adresse aangedui moet word.

(ii) For any other cause of action cross out particulars and set out particulars of such cause of action in an annexure.

(iii) If the particulars of the claim necessitate a deviation from the wording the particulars of the claim shall be set out in an annexure to the summons.

(iv) If the whole cause of action arose within the district and it is necessary to allege that fact, an allegation to that effect shall be included in the summons.

And take notice that in default of your entering an appearance to defend you will be held to have admitted the said claim and the plaintiff may proceed therein and judgment may be given against you in your absence but that on payment of the said claim and costs to the clerk of the aforesaid court within the said time judgment will not be given against you herein; and that if before the expiration of the said time, you so pay or lodge with the clerk of the aforesaid court a consent to judgment, you will save judgment charges.

And further take notice that:—

(1) If you allege any exception or claim in reconvention, you must within seven days after appearance deliver to the clerk of the aforesaid court and to the said plaintiff or his attorney a statement in writing of the nature and grounds thereof.

(2) If you allege a defence on the merits, you must within seven days after appearance so deliver a statement in writing showing the nature and grounds of such defence.

NOTICE.—ANY PERSON AGAINST WHOM A COURT HAS IN A CIVIL CASE GIVEN ANY JUDGMENT OR MADE ANY ORDER AND WHO HAS NOT SATISFIED IN FULL SUCH JUDGMENT OR ORDER AND ALL COSTS FOR WHICH HE IS LIABLE IN CONNECTION THEREWITH, SHALL BE GUILTY OF AN OFFENCE AND LIABLE ON CONVICTION TO A FINE NOT EXCEEDING R50 IF HE HAS CHANGED HIS PLACE OF RESIDENCE OR EMPLOYMENT AND FAILS TO GIVE WITHIN 14 DAYS FROM THE DATE OF EVERY SUCH CHANGE TO THE CLERK OF THE COURT WHICH GAVE SUCH JUDGMENT OR MADE SUCH ORDER AND TO THE PLAINTIFF OR THE PLAINTIFF'S ATTORNEY A NOTICE IN WRITING SETTING FORTH FULLY AND CORRECTLY THE NEW PLACE OF RESIDENCE OR EMPLOYMENT.

* (2) Consent to Judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or in the amount of R_____ and costs to date) and I consent to judgment accordingly.

Dated at _____ this _____ day
of _____, 19 _____

Defendant.

(3) Form of Appearance to Defend.

To the Clerk of the Court.

Kindly take notice that the defendant hereby enters an appearance to defend this action.

Dated at _____ this _____ day
of _____, 19 _____

Defendant or Defendant's
Attorney.

Address _____
Postal address _____

(Give full address for acceptance of service of process or documents within five miles of the court and also the postal address.)

NOTE.—The original notice must be filed of record with the Clerk of the Court and a copy thereof served on the plaintiff or his attorney.

* NOTE.—If the consent is not given on the original summons served or on the copy it must be witnessed by two witnesses whose addresses must be given.

Uitgereik deur _____ Saak No. _____
 Datum _____
 50c-inkomsteseël.

Klerk van die Hof.

No. 3.—DAGVAARDING WAARDEUR AKSIE BEGIN WORD
 (WAARBY 'N OUTOMATIESE HUURINTERDIK INGELYF IS).

Uitgeneem deur _____
 Naam en adres van eiser of sy prokureur _____

Posadres _____

Handtekening van Eiser of sy
 Prokureur.

In die Landdroshof vir die distrik _____
 gehou te _____

Tussen _____ Eiser
 _____ en _____
 _____ Verweerder.

Aan: _____

U word hierby gedagvaar om binne _____ dae na betekening
 van hierdie dagvaarding aan u aan die klerk van bogenoemde hof en
 ook aan die eiser of sy prokureur by die adres hierin genoem, kennis
 te gee of te laat gee van voorneme om te verdedig ten einde te antwoord
 op die vordering van _____
 die hierin vermelde eiser, vir R _____ met koste, waarvan beson-
 derhede hieronder vermeld word.

En neem kennis dat as u in gebreke bly om kennis te gee van voorneme om te verdedig dit geag sal word dat u voormelde vordering erken en die eiser kan daarmee voortgaan en vonnis kan teen u in u afwesigheid gegee word, maar by betaling van genoemde vordering en koste aan die klerk van bogenoemde hof binne die voormelde tydperk, sal vonnis nie teen u in hierdie saak gegee word nie; en dat indien u voor die verstryking van die voormelde tydperk aldus betaal of 'n toestemming tot vonnis by die klerk van die voornoemde hof indien, u die vonniskoste sal bespaar.

EN NEEM VERDER KENNIS AS VOLG:—

(1) Indien u enige eksepsie of teenvordering wil aanvoer, moet u binne sewe dae na kennis van voorneme om te verdedig 'n skriftelike verklaring van die aard en gronde daarvan aan die klerk van bogenoemde hof en genoemde eiser of sy prokureur aflewer.

(2) Indien u 'n verweer op die meriete aanvoer, moet u binne sewe dae na kennisgewing van voorneme om te verdedig 'n skriftelike verklaring waarin die aard en gronde van sodanige verweer aangevoer word, aldus aflewer.

EN NEEM VERDER KENNIS DAT U, DIE VERWEERDER, EN ALLE ANDER PERSONE HIERBY BY INTERDIK VERBOD WORD OM ENIGE VAN DIE MEUBELS OF BESITTINGS IN OF OP DIE PERSEEL WAT IN DIE BESONDERHEDE VAN DIE VORDERING WAT HIEROP AANGETEKEN IS, BESKRYF IS EN ONDERWORPE IS AAN DIE EISER SE HIPOTEEK VIR HUURGELD, TE VERWYDER OF TE LAAT VERWYDER OF TOE TE LAAT DAT DIT VERWYDER WORD VOORDAT 'N BEVEL TEN OPSIGTE DAARVAN DEUR DIE HOF GEGEE IS.

Koste, as die aksie nie verdedig word nie, sal soos volg wees:—

	Dagvaarding. R c	Vonnis. R c
Prokureurskoste.....	_____	_____
Hofgelde.....	_____	_____
Geregsbodegelde.....	_____	_____
Geregsbodegelde by heruitreiking.....	_____	_____
TOTAAL.....R	_____	_____
TOTAAL.....R	_____	_____

KENNISGEWING.—IEDEREEN TEEN WIE 'N HOF IN 'N SIVIELE SAAK 'N VONNIS GEGEE OF 'N BEVEL UITGEVAARDIG HET, EN WAT NIE TEN VOLLE AAN DAARDIE VONNIS OF BEVEL EN ALLE KOSTE WAARVOOR HY IN VERBAND DAARMEE AANSPEEKLIK IS, VOLDOEN HET NIE, PLEEG 'N MISDRYF EN IS BY SKULDIGBEVINDING STRAFBAAR MET 'N BOETE VAN HOOGSTENS R50 INDIEN HY VAN WOON- OF WERKPLEK VERANDER HET EN VERSUIM OM BINNE VEERTIEN DAE NA DIE DATUM VAN ELKE SODANIGE VERANDERING AAN DIE KLERK VAN DIE HOF WAT VOORNOEMDE VONNIS GEGEE OF BEVEL UITGEVAARDIG HET EN AAN DIE EISER OF DIE EISER SE PROKUREUR BY SKRIFTELIKE KENNISGEWING DIE NUWE WOON- OF WERKPLEK VOLLEDIG EN JUIS MEE TE DEEL.

Issued by _____ Case No. _____
 Date _____
 50c Revenue Stamp.

Clerk of the Court.

No. 3.—SUMMONS COMMENCING ACTION (IN WHICH IS INCLUDED AN AUTOMATIC RENT INTERDICTION).

Sued out by _____
 Name and address of plaintiff or his attorney _____

Postal address _____

Signature of Plaintiff or his
 Attorney.

In the Magistrate's Court for the District of _____
 held at _____

Between _____ Plaintiff
 _____ and _____
 _____ Defendant.

To: _____

You are hereby summoned that you do within _____ days after the service of this summons upon you enter or cause to be entered with the clerk of the aforesaid court and also the plaintiff or his attorney at the address specified herein an appearance to answer the claim of _____ the plaintiff herein, for R _____ and costs, particulars whereof are endorsed hereunder.

And take notice that in default of your entering an appearance to defend you will be held to have admitted the said claim and the plaintiff may proceed therein and judgment may be given against you in your absence but that on payment of the said claim and costs to the clerk of the aforesaid court within the said time judgment will not be given against you herein; and that if before the expiration of the said time, you so pay or lodge with the clerk of the aforesaid court a consent to judgment, you will save judgment charges.

AND FURTHER TAKE NOTICE THAT:—

(1) If you allege any exception or claim in reconvention, you must within seven days after appearance deliver to the clerk of the aforesaid court and to the said plaintiff or his attorney a statement in writing showing the nature and grounds of such defence.

(2) If you allege a defence on the merits, you must within seven days after appearance so deliver a statement in writing showing the nature and grounds of such defence.

AND FURTHER TAKE NOTICE THAT YOU THE DEFENDANT AND ALL OTHER PERSONS ARE HEREBY INTERDICTED FROM REMOVING OR CAUSING OR SUFFERING TO BE REMOVED ANY OF THE FURNITURE OR EFFECTS IN OR ON THE PROPERTY DESCRIBED IN THE PARTICULARS OF CLAIM ENDORSED HEREON WHICH ARE SUBJECT TO THE PLAINTIFF'S HYPOTHEC FOR RENT UNTIL AN ORDER RELATIVE THERETO SHALL HAVE BEEN MADE BY THE COURT.

Costs, if the action is undefended, will be as follows:—

	Summons. R c	Judgment. R c
Attorney's charges.....	_____	_____
Court fees.....	_____	_____
Messenger's fees.....	_____	_____
Messenger's fees on re-issue.....	_____	_____
TOTALS.....R	_____	_____
TOTAL.....R	_____	_____

NOTICE.—ANY PERSON AGAINST WHOM A COURT HAS IN A CIVIL CASE GIVEN ANY JUDGMENT OR MADE ANY ORDER AND WHO HAS NOT SATISFIED IN FULL SUCH JUDGMENT OR ORDER AND ALL COSTS FOR WHICH HE IS LIABLE IN CONNECTION THEREWITH, SHALL BE GUILTY OF AN OFFENCE AND LIABLE ON CONVICTION TO A FINE NOT EXCEEDING R50 IF HE HAS CHANGED HIS PLACE OF RESIDENCE OR EMPLOYMENT AND FAILS TO GIVE WITHIN FOURTEEN DAYS FROM THE DATE OF EVERY SUCH CHANGE TO THE CLERK OF THE COURT WHICH GAVE SUCH JUDGMENT OR MADE SUCH ORDER AND TO THE PLAINTIFF OR THE PLAINTIFF'S ATTORNEY A NOTICE IN WRITING SETTING FORTH FULLY AND CORRECTLY THE NEW PLACE OF RESIDENCE OR EMPLOYMENT.

(1) BESONDERHEDE VAN VORDERING.

Eiser se vordering is vir—

(i) agterstallige huurgeld verskuldig ten opsigte van die verweerder se huur van _____

en vir bekragtiging van die bevel wat op die voorkant van hierdie dagvaarding voorkom.

Besonderhede:—

Datum.

Tydperk.

Bedrag.
R c

en

(ii) vir uitsetting.

Besonderhede: _____

*(2) TOESTEMMING TOT VONNIS.

Ek erken dat ek teenoor die eiser aanspreeklik is soos in hierdie dagvaarding beweer (of vir die bedrag van R. _____ en koste tot op datum) en ek stem dienooreenkomstig tot vonnis toe.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Verweerder.

†(3) KENNISGEWING VAN VOORNEME OM TE VERDEDIG.
Aan die Klerk van die Hof.

Geliewe kennis te neem dat die verweerder hierby kennis gee van voorneme om hierdie aksie te verdedig.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Verweerder/Verweerder se
Prokureur.

Adres waar betekening van prosesstukke of dokumente aanvaar sal word _____

(binne vyf myl van die Hofgebou).

Posadres _____

* LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat beteken is of op die afskrif gegee word nie, moet dit onderteken word deur twee getuies wie se adresse aangedui moet word.

† LET WEL.—Die oorspronklike kennisgewing moet by die Klerk van die Hof ingedien word vir bewaring by die stukke en 'n afskrif daarvan moet aan die eiser of sy prokureur beteken word.

No. 4.—KENNISGEWING KRAGTENS REËL 9 (12) VIR
VERVANGENDE BETEKENING.

In die Landdroshof vir die distrik _____
gehou te _____

Aan: _____ Saak No. _____ van 19 _____
_____ van _____

Neem kennis dat 'n dagvaarding in hierdie Hof teen u uitgereik is deur _____ van _____ vir die bedrag van R. _____ (vermeld skuldoorsaak kortliks) en dat 'n bevel gegee is dat publikasie van kennisgewing van sodanige dagvaarding geag sal word goeie en voldoende betekening van die dagvaarding aan u te wees. U word aangesê om op of voor die _____ dag van _____ 19 _____ kennis te gee van voorneme om te verdedig en indien u versuim om dit te doen, kan vonnis in u afwesigheid teen u gegee word.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Klerk van die Hof.

Eiser/Eiser se Prokureur _____

Adres _____

No. 5.—VERSOEK OM VONNIS BY VERSTEK.

In die Landdroshof vir die distrik _____
gehou te _____

In die saak tussen _____ Saak No. _____ van 19 _____

_____ Eiser

en

_____ Verweerder.

(1) PARTICULARS OF CLAIM.

Plaintiff's claim is for—

(i) arrears of rent due in respect of the defendant's tenancy of _____ and

for confirmation of the order appearing on the face of this summons.

Particulars:—

Date.

Period.

Amount.
R c

and

(ii) for ejectment.

Particulars: _____

*(2) CONSENT TO JUDGMENT.

I admit that I am liable to the plaintiff as claimed in this summons (or in the amount of R. _____ and costs to date) and I consent to judgment accordingly.

Dated at _____ on the _____ day of _____, 19 _____

Defendant.

†(3) APPEARANCE TO DEFEND.

To the Clerk of the Court.

Kindly take notice that the defendant hereby enters an appearance to defend this action.

Dated at _____ this _____ day of _____ 19 _____

Defendent/Defendant's Attorney.

Address where service of process or documents will be accepted _____

(within five miles from the Court-house) _____

Postal address _____

* NOTE.—If the consent is not given on the original summons served or on the copy it must be witnessed by two witnesses whose addresses must be given.

† NOTE.—The original notice must be filed of record with the clerk of the court and a copy thereof served on the plaintiff or his attorney.

No. 4.—NOTICE UNDER RULE 9 (12) FOR SUBSTITUTED SERVICE.

In the Magistrate's Court for the District of _____
held at _____

To: _____ Case No. _____ of 19 _____
_____ of _____

Take notice that a summons has been issued against you in this court by _____ of _____ for the sum of R. _____ for _____ (state cause of action briefly) and that an order has been made that the publication of notice of such summons shall be deemed to be good and sufficient service of the summons on you. You are required to enter an appearance to defend on or before the _____ day of _____ 19 _____ and if you do not do so, judgment may be given against you in your absence.

Dated at _____ this _____ day of _____, 19 _____

Clerk of the Court.

Plaintiff/Plaintiff's Attorney _____

Address _____

No. 5.—REQUEST FOR DEFAULT JUDGMENT.

In the Magistrate's Court for the District of _____
held at _____

In the matter between _____ Case No. _____ of 19 _____

and

Plaintiff

Defendant.

Die eiser versoek hierby dat aangesien—

- (a) betekening aan die verweerder behoorlik geskied het;
 (b) die tydperk waarbinne kennis van voorneme om te verdedig gegee moet word, verstryk het; en
 (c) die verweerder nie kennis van voorneme om te verdedig gegee het nie,

vonnis soos in die dagvaarding gevorder vir R _____
 (vermeld besonderhede indien vonnis vir 'n minder bedrag as dié in die dagvaarding gevorder, aangevra word) tesame met R _____
 ten opsigte van rente teen _____ persent vanaf die datum van die dagvaarding teen die verweerder gegee word.

Gedateer op hede die _____ dag
 van _____ 19 _____

Eiser/Eiser se Prokureur.

No. 6.—KENNISGEWING VAN TERUGTREKKING.

In die Landdroshof vir die distrik _____
 gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____ Eiser
 _____ en
 _____ Verweerder.

Die eiser trek hierby die bogenoemde aksie terug en stem toe om die verweerder se getaksteerde koste te betaal.

Gedateer op hede die _____ dag
 van _____ 19 _____

Eiser/Eiser se Prokureur.

Aan: _____

en: Die Klerk van die Hof,

No. 7.—KENNISGEWING VAN AANSOEK OM SUMMIERE VONNIS.

In die Landdroshof vir die distrik _____
 gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____ Applikant
 _____ en
 _____ Respondent.

Neem kennis dat aansoek by bogenoemde Hof op die _____ dag
 van _____ 19 _____ om _____ vm/nm. om
 summiere vonnis teen u in hierdie aksie vir R _____ en
 koste gedoen sal word;

En neem verder kennis dat die dokument waarop die eis berus of die beëdigde verklaring van _____ (waarvan afskrif
 tesame hiermee beteken word) ter steuning van sodanige aansoek
 gebruik sal word en dat u daarop by beëdigde verklaring kan antwoord.
 Gedateer op hede die _____ dag
 van _____ 19 _____

Applikant/Aplikant se
 Prokureur.

Aan: _____

en: Die Klerk van die Hof,

No. 8.—BEËDIGDE VERKLARING TER STAWING VAN AANSOEK OM SUMMIERE VONNIS.

In die Landdroshof vir die distrik _____
 gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____ Applikant
 _____ en
 _____ Respondent.

Ek, _____
 van _____
 (adres) verklaar onder eed soos volg:—

(a) Ek is die eiser in hierdie aksie (of ek dra persoonlik kennis van die hierin vermelde feite en is behoorlik gemagtig om hierdie beëdigde verklaring te doen).

(b) Die verweerder is aan my/aan die eiser die bedrag van R _____ op die gronde in die dagvaarding vermeld, verskuldig.

The plaintiff hereby applies that—

- (a) the defendant having been duly served;
 (b) the time for entering appearance to defend having expired; and
 (c) the defendant not having entered an appearance to defend,
 judgment be given against the defendant, as claimed in the summons for R _____ (state particulars if judgment is applied for something less than that claimed in the summons), together with R _____ for interest at _____ per cent from the date of summons.

Dated this _____ day of _____, 19 _____

Plaintiff/Plaintiff's Attorney.

No. 6.—NOTICE OF WITHDRAWAL.

In the Magistrate's Court for the District of _____
 held at _____

Case No. _____ of 19 _____

In the matter between _____ Plaintiff
 _____ and
 _____ Defendant.

The plaintiff hereby withdraws the above-mentioned action and consents to pay the defendant's taxed costs.

Dated this _____ day of _____, 19 _____

Plaintiff/Plaintiff's Attorney.

To: _____

and: The Clerk of the Court,

No. 7.—NOTICE OF APPLICATION FOR SUMMARY JUDGMENT.

In the Magistrate's Court for the District of _____
 held at _____

Case No. _____ of 19 _____

In the matter between _____ Applicant.
 _____ and
 _____ Respondent.

Take notice that application will be made to the above-mentioned court on the _____ day of _____, 19 _____, at _____ a.m./p.m., for summary judgment against you in this action for R _____ and costs;

And further take notice that the document on which the claim is based or the affidavit of _____ (copy served herewith) will be used in support of such application and that you may reply thereto by affidavit.

Dated this _____ day of _____, 19 _____

Applicant/Applicant's Attorney.

To: _____

and: The Clerk of the Court,

No. 8.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR SUMMARY JUDGMENT.

In the Magistrate's Court for the District of _____
 held at _____

Case No. _____ of 19 _____

In the matter between _____ Applicant
 _____ and
 _____ Respondent.

I, _____ of _____ (address),
 declare on oath as follows:—

(a) I am the plaintiff in this action (or the facts herein stated are within my own knowledge and I am duly authorised to make this affidavit).

(b) The defendant is indebted to me/to the plaintiff in the sum of R _____ on the grounds stated in the summons.

(c) Ek glo waarlik dat die verweerder nie 'n *bona fide*-verweer teen die vordering het nie en dat kennis gegee is van voorneme om te verdig uitsluitlik met die doel om die saak te vertraag.

Handtekening.

Die verklaarder het erken dat hy vertrouwd is met die inhoud van hierdie beëdigde verklaring en dit begryp.

Geteken en beëdig voor my te _____ op hede die _____ dag van _____ 19____

Kommissaris van Ede.

Gebied.

Amp beklee indien aanstelling ampshalwe gehou word.

No. 9.—BEËDIGDE VERKLARING KRAGTENS ARTIKEL 32 VAN DIE WET.

In die Landdroshof vir die distrik _____ gehou te _____

In die saak tussen _____ Saak No. _____ van 19____

_____ Applikant
en _____ Respondent.

Ek, _____ van _____ (adres) _____

verklaar onder eed soos volg:—

(a) Ek is die verhuurder (of die agent van die verhuurder _____) van die perseel geleë (beskryf die perseel).

(b) _____ (huurder) is regtens aan my (of my voornoemde prinsipaal) die bedrag van R _____ as huurgeld ten opsigte van genoemde perseel vanaf die _____ dag van _____ 19____ tot die _____ dag van _____ 19____ verskuldig.

(c) Die genoemde bedrag van R _____ het op die _____ dag van _____ 19____ verskuldig en opeisbaar geword.

(d) Genoemde _____ is op die _____ dag van _____ 19____ aangemaan om genoemde huurgeld te betaal, maar dit is nog nie betaal nie.
of

(d) Ek verstaan dat genoemde _____ op die punt staan om sekere roerende goed wat nou op genoemde perseel is van sodanige perseel te verwyder met die oog daarop om betaling van genoemde huurgeld te ontduik.

Handtekening.

Die verklaarder het erken dat hy vertrouwd is met die inhoud van hierdie beëdigde verklaring en dit begryp.

Geteken en beëdig voor my te _____ op hede die _____ dag van _____ 19____

Kommissaris van Ede.

Gebied.

Amp beklee indien aanstelling ampshalwe gehou word.

No. 10.—SEKERHEIDSTELLING KRAGTENS ARTIKEL 32 VAN DIE WET.

In die Landdroshof vir die distrik _____ gehou te _____

In die saak tussen _____ Saak No. _____ van 19____

_____ Applikant
en _____ Respondent.

Nademaal _____ (verhuurder) aansoek gedoen het om 'n bevel om op die roerende goed op _____ (beskryf die verhuurde perseel) vir die bedrag van R _____ beslag te lê vir huurgeld deur _____ van _____ (noem huurder) verskuldig en R _____ vir koste;

(c) I verily believe that the defendant has not a *bona fide* defence to the claim and that appearance has been entered solely for purposes of delay.

Signature.

The deponent has acknowledged that he knows and understands the contents of this affidavit.

Signed and sworn to before me at _____ on this _____ day of _____, 19____

Commissioner of Oaths.

Area.

Office held if appointment is held *ex officio*.

No. 9.—AFFIDAVIT UNDER SECTION 32 OF THE ACT.

In the Magistrate's Court for the District of _____ held at _____

In the matter between _____ Case No. _____ of 19____

_____ Applikant
and _____ Respondent.

I, _____ of _____ (address) _____

make oath and say:—

(a) I am the landlord (or the agent of the landlord _____) of premises situate (describe the premises).

(b) _____ (tenant) is justly indebted to me (or to my said principal) in the sum of R _____ for rent of the said premises from the _____ day of _____, 19____ to the _____ day of _____, 19____

(c) The said sum of R _____ became due and recoverable upon the _____ day of _____, 19____

(d) The said rent was demanded from the said _____ on the _____ day of _____, 19____ but has not yet been paid.

or

(d) I believe that the said _____ is about to remove certain movables, now upon the said premises, from such premises in order to avoid payment of the said rent.

Signature.

The deponent has acknowledged that he knows and understands the contents of this affidavit.

Signed and sworn to before me at _____ on this _____ day of _____, 19____

Commissioner of Oaths.

Area.

Office held if appointment is held *ex officio*.

No. 10.—SECURITY UNDER SECTION 32 OF THE ACT.

In the Magistrate's Court for the District of _____ held at _____

In the matter between _____ Case No. _____ of 19____

_____ Applikant
and _____ Respondent.

Whereas _____ (landlord) has applied for the issue of an order to attach the movable property upon _____ (describe the leased premises) for the sum of R _____ for rent due by _____ of _____ (name tenant) and R _____ for costs;

So is dat dat genoemde _____
 en _____ van _____
 (noem borg) as borg en medehoofskuldenaar van genoemde
 hulself gesamentlik en
 afsonderlik verbind dat die genoemde _____
 en _____ of die een of die ander van hulle aan
 die genoemde _____
 of wie anders dit mag aangaan alle skade, koste en onkoste sal betaal
 wat hy of hulle mag ly as gevolg van die beslaglegging op genoemde
 roerende goed ingeval sodanige beslaglegging tersyde gestel word.

Geteken en gedateer te _____ op hede
 die _____ dag van _____ 19____ in
 die teenwoordigheid van die ondergetekende getuies.

Getuies:

Verhuurder.

1. _____
Handtekening en adres.

Borg en medehoofskuldenaar.

2. _____
Handtekening en adres.

No. 11.—BEVEL KRAGTENS ARTIKEL 32 VAN DIE WET.

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19____

In die saak tussen _____ Applikant
 _____ en _____ Respondent.

Daar word beveel:—

Dat die geregsbode op 'n genoegsame hoeveelheid van _____
 (beskryf die roerende goed)
 in die _____ (huis, winkel, na gelang van
 die geval) geleë _____
 (beskryf die perseel) beslag lê om die bedrag van R _____
 huurgeld en R _____ koste te dek.

Gedateer op hede die _____ dag
 van _____ 19____

Klerk van die Hof.

Applikant/Aplikant se
Prokureur.

Adres: _____

No. 12.—TOESTEMMING TOT VERKOPING VAN GOED
WAAROP KRAGTENS ARTIKEL 32 VAN DIE WET
BESLAG GELEË IS.

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19____

In die saak tussen _____ Applikant
 _____ en _____ Respondent.

Aan die Klerk van die Hof.

Ek, _____
 van _____
 bogenoemde respondent, erken hierby dat die goed waarop in bogenoemde saak beslag geleë is, onderworpe is aan 'n hipoteek ten gunste van bogenoemde applikant tot die bedrag van R _____ en ek stem toe tot die verkoping van genoemde goed ter vereffening van genoemde bedrag van R _____ met koste en geregsbodegelde.

Gedateer te _____ op hede
 die _____ dag van _____ 19____

Respondent.

Getuies:

1. _____
Handtekening en adres.2. _____
Handtekening en adres.

Now, therefore, the said _____ and _____
 of _____ (name the surety) as surety and
 co-principal debtor for the said _____ hereby
 bind themselves jointly and severally that the said _____
 and _____ or either of them shall pay to the said _____
 or whom else it may concern all damages,
 costs and charges which he or they may sustain by reason of the
 attachment of the said movable property in case the said attachment
 is set aside.

Signed and dated at _____ this _____
 day of _____, 19____ in the presence of the
 undersigned witnesses.

Landlord.

Witnesses:

1. _____
Signature and address.

Surety and Co-principal Debtor.

2. _____
Signature and address.

No. 11.—ORDER UNDER SECTION 32 OF THE ACT.

In the Magistrate's Court for the District of _____
 held at _____

In the matter between _____ Case No. _____ of 19____
 _____ Applicant
 _____ and _____ Respondent.

It is ordered:—

That the Messenger of the Court do attach so much of the _____
 (describe the movables) in the _____ (house,
 store, as the case may be) situate _____ (describe
 the premises) as shall be sufficient to satisfy the sum of R _____ rent
 and R _____ costs.

Dated this _____ day of _____ 19____

Clerk of the Court.

Applicant/Applicant's Attorney.

Address: _____

No. 12.—CONSENT TO SALE OF GOODS ATTACHED UNDER
SECTION 32 OF THE ACT.

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19____

In the matter between _____ Applicant
 _____ and _____ Respondent.

To the Clerk of the Court.

I, _____, of _____, the
 above-mentioned respondent, hereby admit that the property attached
 in the above matter is subject to a hypothec to the above applicant to
 the extent of R _____ and I consent to the sale of the said property
 in satisfaction of the said amount of R _____ plus costs and messenger's charges.

Dated at _____ this _____ day of _____ 19____

Respondent.

Witnesses:

1. _____
Signature and address.2. _____
Signature and address.

No. 13.—KENNISGEWING OM LYS VAN DOKUMENTE AF TE LEWER.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Eiser
_____ en _____ Verweerder.

Neem kennis dat die _____ verlang dat u, binne 3 dae na ontvangs van hierdie kennisgewing, 'n lys aflewer waarin die boeke en dokumente aangegee word wat in u besit of onder u beheer is en wat betrekking het op die aksie en wat u van voorneme is om in die aksie te gebruik of wat daartoe kan bydra om die saak van die een of die ander party te bewys of te weerlê.
Gedateer op hede die _____ dag van _____ 19 _____

Prokureur vir _____
Adres: _____

Aan: Die Klerk van die Hof, _____
en: _____

No. 14.—KENNISGEWING OM DOKUMENTE VIR INSAE OOR TE LÊ.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Eiser
_____ en _____ Verweerder.

Neem kennis dat die _____ u aansê dat u die boeke en dokumente wat in u lys van boeke en dokumente ingevolge reël 23 (1) uiteengesit word (of die rekening en dokumente waarop die aksie berus) asook die boeke en dokumente uiteengesit in die kennisgewing wat op die _____ dag van _____ 19 _____ kragtens reël 23 (4) aan u afgelewer is, op die _____ dag van _____ 19 _____ om _____ vm./nm. te _____ vir sy insae moet oorlê.
Gedateer op hede die _____ dag van _____ 19 _____

Prokureur vir _____
Adres: _____

Aan: _____

No. 15.—KENNISGEWING OM BY VERHOOR OOR TE LÊ.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Eiser
_____ en _____ Verweerder.

Neem kennis dat u hierby aangesê word om alle boeke en dokumente in u lys van boeke en dokumente ingevolge reël 23 (1) aangegee by die verhoor van hierdie aksie oor te lê asook die volgende boeke en dokumente: _____

Prokureur vir _____
Adres: _____

Aan: Die Klerk van die Hof, _____
en: _____

No. 16.—BEVEL TOT INTERDIK *EX PARTE* VERKRY.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Applikant
_____ en _____ Respondent.

Daar word beveel:—

(1) Dat 'n bevel *nisi* hierby verleen word waarby _____ (respondent)
van _____ (adres)
aangesê word om op die _____ dag
van _____ 19 _____ om _____ vm./nm

No. 13.—NOTICE TO DELIVER SCHEDULE OF DOCUMENTS.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Plaintiff
_____ and _____ Defendant.

Take notice that the _____ requires you, within three days after receiving this notice, to deliver a schedule specifying the books and documents in your possession or under your control relating to the action which you intend to use in the action, or are material to prove or disprove either party's case.

Dated this _____ day of _____ 19 _____

Attorney for _____
Address: _____

To: The Clerk of the Court, _____
and: _____

No. 14.—NOTICE TO PRODUCE DOCUMENTS FOR INSPECTION.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Plaintiff
_____ and _____ Defendant.

Take notice that the _____ requires you to produce for his inspection at _____ on the _____ day of _____, 19 _____ at _____ a.m./p.m., the books and documents specified in your schedule of books and documents in terms of rule 23 (1) (or the accounts and documents upon which the action is founded) and also the books and documents specified in the notice delivered to you on the _____ day of _____, 19 _____ in terms of rule 23 (4).

Dated this _____ day of _____, 19 _____

Attorney for _____
Address: _____

To: _____

No. 15.—NOTICE TO PRODUCE AT TRIAL.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Plaintiff
_____ and _____ Defendant.

Take notice that you are hereby required to produce on the trial of this action all books and documents disclosed in your schedule of books and documents in terms of rule 23 (1) and also the following books and documents: _____

Attorney for _____
Address: _____

To: The Clerk of the Court, _____
and: _____

No. 16.—ORDER FOR INTERDIK OBTAINED *EX PARTE*.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Applicant
_____ and _____ Respondent.

It is ordered:—

(1) That a rule *nisi* be and is hereby granted calling upon _____ (respondent) of _____ (address) to show cause to this court on the _____ day of _____, 19 _____

of so gou doenlik daarna as wat hy aangehoor kan word, redes voor hierdie Hof aan te voer waarom _____ nie by interdik verbied moet word om _____ (vermeld die handelinge wat respondent of enige ander persoon belet word om te verrig), hangende die beslissing van 'n aksie wat deur die applikant teen genoemde _____ (respondent) vir _____ (vermeld aard van die vordering) ingestel gaan word.

- (2) Dat genoemde aksie binne _____ dae ingestel word.
(3) Dat hierdie bevel as 'n tussentydse interdik geld.

Op Las van die Hof,

Klerk van die Hof.

Applikant se prokureur.

Adres: _____

No. 17.—BEVEL TOT INHEGTENISNEMING VAN 'N PERSOON SUSPECTUS DE FUGA.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Applikant
_____ en _____ Respondent.

Daar word beveel:—

- (1) Dat die geregsbode _____ (respondent) in hegtenis neem en hom in veilige bewaring hou en hom op die _____ dag van 19 _____ om _____ vm./nm. voor hierdie Hof bring om redes aan te voer waarom hy nie aangehou moet word nie om die vonnis van hierdie Hof in 'n aksie vir die bedrag van R _____ af te wag wat deur die applikant teen hom ingestel gaan word.
(2) Dat die genoemde aksie binne 48 uur vanaf die datum van hierdie bevel ingestel word.

Op Las van die Hof,

Klerk van die Hof.

Applikant se Prokureur.

Adres: _____

No. 18.—BEVEL TOT INHEGTENISNEMING VAN DIE PERSOON OF BESLAGLEGGING OP GOED OM JURISDIKSIE TE VESTIG OF TE BEVESTIG.

In die Landdroshof vir die distrik _____
gehou te _____ Saak No. _____ van 19 _____

In die saak tussen _____ Applikant
_____ en _____ Respondent.

Aan: Die Geregsbode,

U word hierby gelas om, ingevolge 'n bevel van bogenoemde Hof gegee op die _____ dag van 19 _____ onverwyld _____ (vermeld

volle name van respondent en adres in die geval van inhegtenisneming van die persoon en in die geval van beslaglegging op eiendom, besonderhede van eiendom en waar dit geleë is) in hegtenis te neem of beslag op te lê om jurisdiksie van genoemde Hof te vestig of te bevestig in 'n aksie tussen _____ en _____ (adres van respondent) vir _____ (vermeld

besonderhede van vordering);
Hiertoe is dit u lasbrief.

Verder, indien die respondent verlang om redes aan te voer waarom die bevel tot inhegtenisneming of beslaglegging nie bekrachtig moet word nie, moet hy op die _____ dag van 19 _____ om _____ vm./nm. vir daardie doel voor hierdie Hof verskyn.

Voornoemde datum kan met twaalf uur kennisgewing aan die applikant deur die respondent vervroeg word.

Indien sekerheid tot tevreedenheid van die Geregsbode van voornoemde Hof gestel word vir die bedrag van die applikant se vordering en die koste van die aansoek om inhegtenisneming of beslaglegging, moet die voornoemde respondent/goed vrygelaat/van beslaglegging vrygestel word en wanneer sodanige sekerheid gestel word, word die bevel tot inhegtenisneming/beslaglegging *ipso facto* opgehef.

at _____ a.m./p.m., or so soon thereafter as he can be heard, why _____ shall not be interdicted from _____ (set out the acts from which respondent or any other person is restrained) pending the decision of an action to be brought by the applicant against the said _____ (respondent) for _____ (set out the nature of the claim).

- (2) That the said action be instituted within _____ days.
(3) That this rule operate as an interim interdict.

By Order of the Court,

Clerk of the Court.

Applicant's Attorney.

Address: _____

No. 17.—ORDER FOR ARREST OF PERSON SUSPECTUS DE FUGA.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Applicant
_____ and _____ Respondent,

It is ordered:—

- (1) That the messenger of the court do take the body of _____ (respondent) and safely keep him and have him before this court on the _____ day of _____ 19 _____, at _____ a.m./p.m., to show cause why he should not be detained to abide the judgment of this court in an action for a sum or R _____ to be instituted against him by the applicant.
(2) That the said action be instituted within 48 hours from the date of this order.

By Order of the Court,

Clerk of the Court.

Applicant's Attorney.

Address: _____

No. 18.—ORDER FOR ATTACHMENT OF PERSON OR PROPERTY TO FOUND OR CONFIRM JURISDICTION.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____ Applicant
_____ and _____ Respondent.

To: The Messenger of the Court,

You are hereby directed pursuant to an order of the above-mentioned court made on the _____ day of _____, 19 _____, forthwith to attach _____

(state full names of respondent and address in the case of attachment of person and in the case of attachment of property, particulars of property and where situate) to found or confirm jurisdiction of the said court in an action by _____ of _____ (address of respondent) for _____ (set out particulars of claim);

And for so doing this shall be your warrant.

Further, should the respondent wish to show cause why the order of attachment should not be confirmed, he shall appear before this court on the _____ day of _____, 19 _____, at _____ a.m./p.m., for that purpose.

The aforesaid date may be anticipated by the respondent upon 12 hours' notice to the applicant.

Upon security being given to the satisfaction of the messenger of the aforesaid court for the amount of the applicant's claim and the costs of the application for attachment, the aforesaid respondent/property shall be released from attachment and upon such security being given the order for attachment shall *ipso facto* be discharged.

Gedateer te _____ op hede
die dag van _____ 19____

Klerk van die Hof.

Applikant se Prokureur.

Adres: _____

MOET DEUR DIE GEREGSBODE INGEVUL WORD IN DIE
GEVAL VAN INHEGTENISNEMING VAN DIE PERSOON VAN
DIE RESPONDENT.

Aan die Hoof van die Gevangenis te _____

Kragtens artikel 16 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), word u hierby gelas om in u bewaring die persoon van _____ te neem en hom/haar veilig aan te hou totdat hy/sy regtens ontslaan word.

Gedateer te _____ op hede
die dag van _____ 19____

Geregsbode.

No. 19.—OPDRAG OM VOOR-VERHOOR-ONDERHOUD BY
TE WOON.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19____

In die saak tussen

Eiser

en

Verweerder.

[Opdrag kragtens artikel 54 (1) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944).]

Aan die eiser se prokureur/die verweerder se prokureur.

U word hierby aangesê om 'n onderhoud by te woon wat voor die Landdros in kamers op die _____ dag van _____ 19____ om _____ vm./nm. gehou sal word om die volgende te oorweeg—

- (a) die vereenvoudiging van die geskilpunte;
- (b) die noodsaaklikheid of wenslikheid daarvan om die pleitstukke te wysig;
- (c) die moontlikheid om 'n erkenning van feite en dokument te verkry met die oog op die uitskakeling van onnodige bewyse;
- (d) die beperking van die aantal deskundige getuies;
- (e) _____

Gedateer te _____ op hede
die _____ dag van _____ 19____

Op Las van die Hof,

Klerk van die Hof.

No. 20.—BEVEL—VOOR-VERHOOR-ONDERHOUD.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19____

In die saak tussen

Eiser

en

Verweerder.

[Bevel kragtens artikel 54 (2) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944).]

Aan die eiser se prokureur/verweerder se prokureur.

Onderstaande is 'n relaas van wat plaasgevind het by 'n voor-verhoor-onderhoud wat op die _____ dag van _____ 19____, tussen die partye en/of hul verteenwoordigers in kamers gehou is:—

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

Gedateer te _____ op hede
die _____ dag van _____ 19____

Op Las van die Hof,

Klerk van die Hof.

Aan eiser se prokureur.
Aan verweerder se prokureur.

Dated at _____ this _____ day of _____
19____

Clerk of the Court.

Applicant's Attorney.

Address: _____

TO BE COMPLETED BY THE MESSENGER OF THE COURT IN
THE CASE OF ATTACHMENT OF THE PERSON OF THE
RESPONDENT.

To the officer in charge of the _____ Prison.

In terms of section 16 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), this is to command you to take into your custody the body of _____ and to keep him/her there safely until lawfully released.

Dated at _____ this _____ day of _____
19____

Messenger of the Court.

No. 19.—DIRECTION TO ATTEND PRE-TRIAL CONFERENCE.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19____

In the matter between

Plaintiff

and

Defendant.

[Direction in terms of section 54 (1) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944).]

To the Plaintiff's Attorney/the Defendant's Attorney.

You are hereby directed to attend a conference to be held before the magistrate in chambers on the _____ day of _____, 19____, at _____ a.m./p.m. to consider—

- (a) the simplification of the issues;
- (b) the necessity or desirability of amendments to the pleadings;
- (c) the possibility of obtaining admissions of fact and of documents with a view to avoiding unnecessary proof;
- (d) the limitation of the number of expert witnesses;
- (e) _____

Dated at _____ this _____ day of _____
19____

By Order of the Court,

Clerk of the Court.

No. 20.—ORDER—PRE-TRIAL CONFERENCE.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19____

In the matter between

Plaintiff

and

Defendant.

[Order in terms of section 54 (2) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944).]

To the Plaintiff's Attorney/Defendant's Attorney.

The following is a recital of what took place at a conference held in chambers at _____ on the _____ day of _____, 19____ between the parties and/or their representatives:—

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

Dated at _____ this _____ day of _____
19____

By Order of the Court,

Clerk of the Court.

To Plaintiff's Attorney.
To Defendant's Attorney.

No. 21.—AANSOEK OM VERHOOR MET ASSESSORE.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Eiser

en

Verweerder.

Die eiser/verweerder doen hierby aansoek dat bogenoemde aksie met assessore verhoor word.

(1) Die verweerder/eiser stem toe tot sodanige aansoek en tot die aanstelling van die volgende assessor:—

van

(adres).

Eiser/Eiser se Prokureur.

Verweerder/Verweerder se Prokureur.

of

(2) Die verweerder/eiser stem toe tot sodanige aansoek, maar die partye kan nie ooreenkom wat die name van die assessore betref nie.

Derhalwe versoek die partye die Hof om 'n assessor (of twee assessore) aan te stel, met uitsondering van die volgende assessore (vermeld die name van daardie assessore teen wie die een of die ander party beswaar maak).

Eiser/Eiser se Prokureur.

Verweerder/Verweerder se Prokureur.

of

(3) Die verweerder/eiser maak teen sodanige aansoek beswaar.

Derhalwe het die eiser/verweerder hierdie aansoek ter rolle geplaas vir aanhoring op die _____ dag van _____ 19 _____ om _____ vm./nm.

Eiser/Verweerder of Eiser/Verweerder se Prokureur.

Aan: Die Klerk van die Hof.

En: _____

Aansoek op hede die _____ dag van _____ 19 _____ toegestaan/van die hand gewys.

Assessore aangestel: _____

Klerk van die Hof.

No. 22.—DAGVAARDING AAN ASSESSOR.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Eiser

en

Verweerder.

Meneer,

U word hierby gedagvaar om teenwoordig te wees en as assessor in hierdie Hof op die _____ dag van _____ 19 _____ om _____ vm./nm. te dien om die Hof kragtens artikel 34 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), in bogenoemde aksie behulpzaam te wees.

Dienswillig,

Die uwe,

Klerk van die Hof.

Aan: _____

No. 23.—GETUIENISNEMENDE KOMMISSIE.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Eiser

en

Verweerder.

Aan: _____

Saluut:

Kragtens die bevoegdheid my verleen by artikel 53 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), verleen ek hierby aan u volle mag as 'n kommissaris van hierdie Hof om _____ van _____ (en

No. 21.—APPLICATION FOR TRIAL WITH ASSESSORS.

In the Magistrate's Court for the District of _____

held at _____ Case No. _____ of 19 _____

In the matter between _____

Plaintiff

and

Defendant.

The plaintiff/defendant hereby applies to have the above action tried with assessors.

(1) The defendant/plaintiff consents to such application and to the appointment of the following assessor:—

_____ of
(address).

Plaintiff/Plaintiff's Attorney.

Defendant/Defendant's Attorney.

or

(2) The defendant/plaintiff consents to such application, but the parties are unable to agree upon the names of assessors.

Wherefore the parties pray the court to appoint an assessor (or two assessors) excluding the following assessors (set out the names of those assessors whom one or other of the parties objects to):

Plaintiff/Plaintiff's Attorney.

Defendant/Defendant's Attorney.

or

(3) The defendant/plaintiff objects to such application.

Wherefore the plaintiff/defendant has set down this application for hearing on the _____ day of _____, 19 _____ at _____ a.m./p.m.

Plaintiff/Defendant or Plaintiff's/Defendant's Attorney.

To: The Clerk of the Court.

And: _____

Application granted/refused this _____ day of _____, 19 _____

Assessors appointed: _____

Clerk of the Court.

No. 22.—SUMMONS TO ASSESSOR.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____

Plaintiff

and

Defendant.

Sir,

You are hereby summoned to attend and serve as an assessor in this court on the _____ day of _____, 19 _____, at _____ a.m./p.m., to assist the court in the above action in accordance with the provisions of section 34 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944).

I have the honour to be,

Sir,

Your obedient servant,

Clerk of the Court.

To: _____

No. 23.—COMMISSIONS DE BENE ESSE.

In the Magistrate's Court for the District of _____
held at _____ Case No. _____ of 19 _____

In the matter between _____

Plaintiff

and

Defendant.

To: _____

Greeting:

Under and by virtue of the authority vested in me by section 53 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), I do hereby commit to you full power and authority as a Commissioner of this court to examine _____ of _____

sodanige ander getuies as wat enigeen van die partye in hierdie aksie mag verlang om te roep) te ondervra en om die getuienis van genoemde getuie(s) in bogenoemde aksie wat nou in hierdie hof dien onder eed af te neem.

Geteken te _____ op hede
die _____ dag van _____ 19____

Landdros.

No. 24.—GETUIEDAGVAARDING.

In die Landdroshof vir die distrik _____
gehou te _____

In die saak tussen _____ Saak No. _____ van 19____
_____ Eiser
_____ en _____
_____ Verweerder.

Aan:
(1) _____ van _____
(2) _____ van _____
(3) _____ van _____
(4) _____ van _____

U word hierby aangesê om persoonlik voor hierdie Hof te _____ op die _____ dag van _____ 19____ om _____ vm./nm. in bogenoemde aksie te verskyn om ten behoeve van _____ getuienis af te lê of boeke, geskrifte of dokumente oor te lê (waar stukke oorgelê moet word, voeg by:—) en die boeke, geskrifte of dokumente in die lys hieronder aangegee met u saam te bring en aan die hof oor te lê.

Gedateer te _____ op hede
die _____ dag van _____ 19____

Klerk van die Hof.

LYS VAN BOEKE, GESKRIFTE OF DOKUMENTE WAT OORGELÊ MOET WORD.

Datum.	Beskrywing.	Oorspronklike of afskrif.

(Sien keersy.)

[Druk paragrawe (a) en (b) van artikel 51 (2) van die Wet op die keersy.]

No. 25.—LASBRIEF VIR BETALING VAN BOETE OF INHEGTENISNEMING VAN 'N GETUIE WEENS NIE-VERSKYNING.

In die Landdroshof vir die distrik _____
gehou te _____

In die saak tussen _____ Saak No. _____ van 19____
_____ Eiser
_____ en _____
_____ Verweerder.

Aan die geregsbode en die hoof van die gevangenis te _____
Nademaal _____

van _____ behoorlik gedagvaar was om getuienis in bogenoemde saak voor hierdie hof om _____ vm./nm. op die _____ dag van _____ 19____ af te lê (of om sekere boeke, geskrifte of dokumente, na gelang van die geval, oor te lê) en versuim het om aldus te doen;

En nademaal hierdie hof genoemde _____ 'n boete van _____ rand weens sy genoemde versuim opgelê het en hom weens wanbetaling vir 'n tydperk van _____ na bogenoemde gevangenis verwys het;

So word u, genoemde geregsbode, hierby gemagtig en beveel om genoemde _____ te arresteer en, tensy hy aan u die genoemde bedrag van _____ rand betaal, hom tesame met hierdie lasbrief aan die hoof van die gevangenis te _____ oor te lewer om daar in veilige bewaring gehou te word totdat hy genoemde bedrag van _____ rand betaal het of tot verloop van die tydperk van _____ vanaf die dag waarop genoemde _____ uit hoofde van hierdie lasbrief in genoemde gevangenis opgeneem is of aangehou word, watter een van die twee gebeurtenisse ook al eerste plaasvind, of totdat genoemde _____ andersins regtens ontslaan word;

(and such other witnesses as either of the parties to this suit may desire to call) and to take the evidence on oath of the said witness(es) in the above suit now pending in this court.

Given under my hand at _____ this
_____ day of _____, 19____

Magistrate.

No. 24.—SUBPOENA.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19____

In the matter between _____ Plaintiff
_____ and _____ Defendant.

To:
(1) _____ of _____
(2) _____ of _____
(3) _____ of _____
(4) _____ of _____

You are hereby required to appear in person before this court at _____ on the _____

day of _____, 19____, at _____ a.m./p.m. in the above-mentioned action to give evidence or to produce books, papers or documents on behalf of the _____ (Where documents are required to be produced, add:—) and to bring with you and then produce to the court the several books, papers or documents specified in the list hereunder.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

LIST OF BOOKS, PAPERS OR DOCUMENTS TO BE PRODUCED.

Date.	Description.	Original or Copy.

(See back.)

[Print on back, paragraphs (a) and (b) of section 51 (2) of the Act.]

No. 25.—WARRANT FOR PAYMENT OF FINE OR ARREST OF WITNESS IN DEFAULT.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19____

In the matter between _____ Plaintiff
_____ and _____ Defendant.

To the messenger of the court and to the officer in charge of the _____ Prison.

Whereas _____ of _____ has been duly subpoenaed to give evidence (or to produce certain books, papers or documents, as the case may be) in the above matter before this court at _____ a.m./p.m. on the _____ day of _____, 19____ and has made default;

And whereas this court has imposed upon the said _____ for his said default a fine of _____ rand and for non-payment has committed him to the above-mentioned prison for a period of _____;

This is therefore to authorise and require you, the said messenger of the court, to arrest the said _____ and, unless he shall pay to you the said sum of _____ rand, to deliver him to the officer in charge of the _____ Prison together with this warrant to be safely kept there until he shall have paid the said sum of _____ rand or until the expiration of the said period of _____ from the day on which the said _____ shall be received into or retained in the said prison by virtue of this warrant whichever of the two shall first happen or until the said _____ shall be otherwise legally discharged;

En u, genoemde hoof van die gevangenis _____
 word hierby gelas om genoemde _____ soos
 voornoemd in bewaring te neem en veilig aan te hou.
 Gedateer te _____ op hede
 die _____ dag van _____ 19____

Klerk van die Hof.

**No. 26.—LASBRIEF VIR INHEGTENISNEMING VAN 'N
 GETUIE WEENS NIE-VERSKYNING.**

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19____
 In die saak tussen _____
 _____ en _____
 _____ Eiser
 _____ Verweerder.

Aan die Geregsbode.

Nademaal _____
 behoorlik gedagvaar is om in bogenoemde saak voor hierdie Hof op
 die _____ dag van _____ 19____
 om _____ vm./nm. getuienis af te lê (of om sekere boeke, geskrifte
 of stukke oor te lê, na gelang van die geval) en versuim het om dit
 te doen;

So word u hierby gemagtig en beveel om genoemde _____
 te arresteer en op die _____ dag van _____ 19____
 om _____ vm./nm. voor hierdie Hof te bring om daar en dan sy
 getuienis af te lê en om andersins regtens mee gehandel te word.

Gedateer te _____ op hede
 die _____ dag van _____ 19____

Klerk van die Hof.

**No. 27.—SEKERHEIDSTELLING BY INHEGTENISNEMING,
 BESLAGLEGGING OF INTERDIK *EX PARTE*.**

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19____
 In die saak tussen _____
 _____ en _____
 _____ Applikant
 _____ Respondent.

Nademaal _____
 van _____ aansoek gedoen het om die uit-
 reiking van 'n lasbrief vir die inhegtenisneming van _____
 van _____ (of om 'n bevel vir die beslaglegging
 op of 'n interdik teen die goedere van _____
 te _____) en die Hof die sekerheid wat deur
 genoemde _____ gestel moet word op die
 bedrag van R _____ bepaal het;

So is dit dat genoemde _____
 homself verbind om aan enige wettige vordering te voldoen wat deur
 genoemde _____ teen genoemde _____
 ingestel mag word vir skade wat die genoemde _____
 mag ly as gevolg van genoemde inhegtenisneming/beslaglegging/inter-
 dik ingeval genoemde inhegtenisneming/beslaglegging/interdik hierna
 tersyde gestel word;

En _____ van _____
 verbind hom hierby as borg en medehoofskuldenaar tesame met
 genoemde _____ tot 'n bedrag
 van R _____ nie te bowe gaande nie, vir die behoorlike nakoming
 deur genoemde _____ van die
 verpligting hierby deur hom onderneem.

Geteken te _____ op hede
 die _____ dag van _____ 19____

Getuies: _____ Applikant.

1. _____
 Handtekening en adres.

2. _____
 Handtekening en adres.

**No. 28.—SEKERHEIDSTELLING WANNEER TENUITVOER-
 LEGGING HANGENDE APPEL OPGESKORT IS.**

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19____
 In die saak tussen _____
 _____ en _____
 _____ Vonnisskuldeiser
 _____ Vonnisskuldenaar.

And this is to command you, the said officer in charge of the
 _____ Prison, to receive and safely keep the said
 _____ as aforesaid.

Dated at _____, 19____ this _____ day of _____

Clerk of the Court.

**No. 26.—WARRANT FOR THE ARREST OF A WITNESS IN
 DEFAULT.**

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19____

In the matter between _____
 _____ and _____
 _____ Plaintiff
 _____ Defendant.

To the Messenger of the Court.

Whereas _____ of _____
 has been duly subpoenaed to give evidence (or to produce certain
 books, papers or documents, as the case may be) in the above matter
 before this court on the _____ day of _____
 19____, at _____ a.m./p.m., and has made default:

This is therefore to authorise and require you to arrest the said
 _____ and bring him before this court on the
 _____ day of _____ 19____
 at _____ a.m./p.m., then and there to give his evidence and to be
 otherwise dealt with according to law.

Dated at _____ this _____ day of _____
 _____, 19____

Clerk of the Court.

**No. 27.—SECURITY ON ARREST, ATTACHMENT OR INTER-
 DIKT *EX PARTE*.**

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19____

In the matter between _____
 _____ and _____
 _____ Applicant
 _____ Respondent.

Whereas _____ of _____
 has applied for the issue of a warrant for the arrest of _____
 of _____ (or for an order for the attachment
 of or interdict against the goods of _____
 at _____) and the court has fixed the security
 to be given by the said _____ in the sum of
 R _____;

Now, therefore, the said _____ binds himself to
 satisfy any lawful claim by the said _____ against
 the said _____ for damages which the said
 _____ may suffer by reason of the said arrest/
 attachment/interdict in case the said arrest/attachment/interdict be
 hereafter set aside;

And _____ of _____
 hereby binds himself as surety for and co-principal debtor with the
 said _____ in a sum not exceeding the said sum of
 R _____ for the due fulfilment by the said _____
 of the obligation hereby undertaken by him.

Signed at _____ this _____ day of _____
 _____, 19____

Applicant.

Witnesses:

1. _____
 Signature and address.

2. _____
 Signature and address.

Surety and co-principal debtor.

**No. 28.—SECURITY WHEN EXECUTION IS STAYED PEND-
 ING APPEAL.**

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19____

In the matter between _____
 _____ and _____
 _____ Judgment Creditor
 _____ Judgment Debtor.

Nademaal genoemde _____ op die _____ dag van _____ 19____ in hierdie hof vonnis teen genoemde _____ vir die bedrag van R _____ tesame met 'n bedrag van R _____ vir koste verkry het;

En nademaal genoemde _____ by hierdie hof aansoek gedoen het om die opskorting van tenuitvoerlegging hangende appèl/hersieningsverrigtinge en die Hof gelas het dat tenuitvoerlegging dienooreenkomstig opgeskort word onderworpe daaraan dat genoemde _____ binne _____ dae sekerheid stel;

So is dit dat genoemde _____ en _____ van _____ as borg en medehoofskuldenaar van genoemde _____ hul hierby gesamentlik en afsonderlik verbind om aan genoemde vonnis en enige verder aanspreeklikheid wat by wyse van skadevergoeding of andersins as gevolg van sodanige opskorting mag ontstaan, te voldoen vir sover sodanige vonnis nie by appèl/hersiening tersyde gestel of gewysig word nie; en verder om afsonderlik (voeg enige verdere voorwaardes wat vereis word, in).

Geteken te _____ op hede die _____ dag van _____ 19____

Getuies: _____ Vonnisksuldenaar.

1. _____ Handtekening en adres.

2. _____ Borg en Medehoofskuldenaar.

Handtekening en adres.

No. 29.—SEKERHEIDSTELLING WANNEER TENUITVOERLEGGING HANGENDE APPÈL TOEGESTAAN IS.

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen _____

_____ Vonnisksuldeiser

en _____

_____ Vonnisksuldenaar.

Nademaal genoemde _____ op die _____ dag van _____ 19____ in hierdie Hof vonnis teen genoemde _____ vir die bedrag van R _____ tesame met 'n bedrag van R _____ vir koste verkry het;

En nademaal genoemde hof ge'as het dat die vonnis, niesteenstaande dat genoemde _____ appèl daarteen aangeteken het, ten uitvoer gelê moet word as sekerheid gestel word vir restitusie;

So is dit dat genoemde _____ en _____ van _____ as borg en medehoofskuldenaar van genoemde _____ hul hierby gesamentlik en afsonderlike verbind om bovermelde bedrae van R _____ en R _____ terug te betaal indien die vonnis van genoemde Hof tersyde gestel sou word en verder afsonderlik (voeg enige verdere voorwaardes wat vereis word, in).

Geteken te _____ op hede die _____ dag van _____ 19____

Getuies: _____ Vonnisksuldeiser.

1. _____ Handtekening en adres.

2. _____ Borg en Medehoofskuldenaar.

Handtekening en adres.

No. 30.—LASBRIEF VIR UITSETTING.

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen _____

_____ Eiser

en _____

_____ Verweerder.

Aan die Geregsbode.

Nademaal genoemde eiser in hierdie aksie op die _____ dag van _____ 19____ vonnis vir die uitsetting van genoemde verweerder uit die perseel of van die grond bekend as _____ verkry het;

So word u hierby gemagtig en beveel om genoemde eiser in besit van genoemde perseel of grond te stel deur die genoemde verweerder daaruit of daarvan te verwyder waarvoor dit u lasbrief is;

Whereas the said _____ on the _____ day of _____, 19____ obtained judgment in this court against the said _____ for the sum of R _____ together with a sum of R _____ for costs;

And whereas the said _____ has applied to the court for a stay of execution pending appeal/review proceedings and the court has directed that execution be stayed accordingly subject to the said _____ giving security within _____ days;

Now, therefore, the said _____ and _____ of _____ as surety and co-principal debtor for the said _____ hereby bind themselves jointly and severally to satisfy the said judgment and any further liability which may arise by way of damages or otherwise by reason of such suspension, so far as such judgment may not be reversed or varied on appeal/review; and further severally _____

(insert any further terms required).

Signed at _____ this _____ day of _____, 19____

_____ Judgment Debtor.

Witnesses:

1. _____ Signature and address.

_____ Surety and Co-principal Debtor.

2. _____ Signature and address.

No. 29.—SECURITY WHEN EXECUTION IS ALLOWED PENDING APPEAL.

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between _____

_____ Judgment Creditor

and _____

_____ Judgment Debtor.

Whereas the said _____ on the _____ day of _____, 19____ obtained judgment in this court against the said _____ for the sum of R _____ together with a sum of R _____ for costs;

And whereas the said court, notwithstanding that the said _____ has noted an appeal against the judgment, has directed the judgment to be carried into execution upon security being given for restitution;

Now, therefore, the said _____ and _____ of _____ as surety and co-principal debtor for the said _____ hereby bind themselves jointly and severally to refund the above sums of R _____ and R _____ should the judgment of the said court be reversed and further severally _____

(insert any further terms required).

Signed at _____ this _____ day of _____, 19____

Witnesses: _____ Judgment Creditor.

1. _____ Signature and address.

_____ Surety and Co-principal Debtor.

2. _____ Signature and address.

No. 30.—WARRANT OF EJECTMENT.

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between _____

_____ Plaintiff

and _____

_____ Defendant.

To the Messenger of the Court.

Whereas in this action the said plaintiff on the _____ day of _____, 19____ obtained judgment for the ejectment of the said defendant from the premises or land known as _____;

This is to authorise and require you to put the said plaintiff into possession of the said premises or land by removing therefrom the said defendant for which this shall be your warrant;

En doen aan hierdie Hof verslag van wat u uit hoofde hiervan gedoen het.

Gedateer op hede die _____ dag van _____ 19____

Op Las van die Hof.

Klerk van die Hof.

Eiser/Eiser se Prokureur.

Adres: _____

No. 31.—LASBRIEF VIR LEWERING VAN GOED.

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen _____

Eiser

en

Verweerder.

Aan die Geregsbode.

Nademaal die Hof in hierdie aksie beveel het dat die verweerder aan die eiser 'n sekere _____

(beskryf die saak wat gelewer moet word) moet lewer;

So word u hierby gemagtig en beveel om die genoemde _____

(beskryf die saak) van die verweerder te neem en die eiser in besit daarvan te plaas, waarvoor dit u lasbrief is;

En doen verslag aan hierdie Hof wat u uit hoofde hiervan gedoen het.

Gedateer op hede die _____ dag van _____ 19____

Op Las van die Hof.

Klerk van die Hof.

Eiser/Eiser se Prokureur.

Adres: _____

No. 32.—LASBRIEF VIR EKSEKUSIE TEEN GOED.

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen _____

Eksekusieskuldeiser.

en

Eksekusieskuldenaar.

Aan die Geregsbode.

Bedrae wat verhaal moet word (met koste van tenuitvoerlegging).

Nademaal genoemde _____

op die _____ dag van _____ 19____

vonnis in bogenoemde Hof in hierdie

aksie teen genoemde _____ vir die

_____ van _____

onderskeie bedrae hierteenoor vermeld,

waarvan die totale bedrag R _____

beloop, verkry het;

So word u hierby gemagtig en beveel

om voormelde bedrag van R _____

tesame met u koste vir tenuitvoerlegging

hiervan op die goed van genoemde _____

_____ te hef en

aan genoemde _____ die

voormelde bedrag van R _____ te

betalen en aan hierdie Hof verslag te

doen wat u uit hoofde hiervan gedoen

het.

Gedateer te _____ op hede die _____ dag van _____ 19____

Op Las van die Hof.

Klerk van die Hof.

Prokureur vir Eksekusieskuld-eiser.

Adres: _____

LET WEL.—(1) Indien die eksekusieskuldenaar die bedrae in die kante-ruimte vermeld tesame met die Geregsbode se gelde van R _____ binne 'n halfuur na die aankoms van die Geregsbode betaal, hoef hy geen verdere koste van tenuitvoerlegging te betaal nie. Die bedrag van enige betaling deur die eksekusieskuldenaar gedoen en die datum daarvan moet onverwylde op die oorspronklike en afskrif hiervan geëndosseer word, welke endossement deur die Geregsbode onderteken moet word en deur die eksekusieskuldenaar of sy verteenwoordiger mede-onder-teken moet word.

And return to this court what you have done by virtue hereof. Dated this _____ day of _____, 19____

By Order of the Court.

Clerk of the Court.

Plaintiff/Plaintiff's Attorney.

Address: _____

No. 31.—WARRANT FOR DELIVERY OF GOODS.

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between _____ Plaintiff

and

Defendant.

To the Messenger of the Court.

Whereas in this action the court ordered that the defendant should deliver to the plaintiff a certain _____ (describe the thing to be delivered);

This is to authorise and require you to take the said _____ (describe the thing) from the defendant and place the plaintiff in possession thereof, for which this shall be your warrant;

And return to this court what you have done by virtue hereof. Dated this _____ day of _____, 19____

By Order of the Court.

Clerk of the Court.

Plaintiff/Plaintiff's Attorney.

Address: _____

No. 32.—WARRANT OF EXECUTION AGAINST PROPERTY.

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between _____ Execution Creditor

and

Execution Debtor.

To the Messenger of the Court.

Amounts to be levied (with costs of execution).

R c
Judgment debt.. _____

Costs..... _____

Cost of issuing

warrant..... _____

Costs of appeal.. _____

TOTAL.... R _____

Whereas in this action the said _____ on the _____ day of _____, 19____ obtained judgment in the above-mentioned court against the said _____ of _____ for the several sums set out in the margin hereof amounting in all to the sum of R _____; This is therefore to authorise and require you that of the property of the said _____ you cause to be raised the said sum of R _____ together with your costs of this execution and pay to the said _____ the said sum of R _____ and return to this court what you have done by virtue hereof.

Dated at _____ this _____ day of _____, 19____

By order of the Court.

Clerk of the Court.

Attorney for Execution Creditor.

Address: _____

NOTE.—(1) If the execution debtor pays the amounts specified in the margin hereof with messenger's charges of R _____ within half an hour after the entry of the messenger he will not be required to pay any further costs of execution. The amount of any payment made by the execution debtor and the date thereof shall forthwith be endorsed on the original and copy hereof, which endorsement shall be signed by the messenger and countersigned by the execution debtor or his representative.

(2) Hierdie tenuitvoerlegging kan voor die verkoping uitbetaal word, behoudens betaling van die Geregsbode se gelde en koste van tenuitvoerlegging, waarvan taksasie geëis kan word.

(3) Die enigste onroerende goed ten opsigte waarvan hierdie lasbrief ten uitvoer gelê mag word, is _____ (vermeld die ligging en aard daarvan sodanig dat dit geïdentifiseer kan word).

(4) In die geval van 'n heruitreiking moet die feit en datum van heruitreiking en enige toename of vermindering in die bedrae hierin aangetoon wat gehêf moet word in 'n nota hierop geëndosseer, vermeld word en deur die eksekusieskuldeiser of sy prokureur en deur die klerk van die Hof onderteken word.

(5) Enige veranderings wat hierin aangebring word, moet deur die Klerk van die Hof geparafêr word voordat die lasbrief deur hom uitgereik of heruitgereik word.

No. 33.—KENNISGEWING VAN BESLAGLEGGING IN TENUITVOERLEGGING.

In die Landdroshof vir die distrik _____ gehou te _____

In die saak tussen _____ Saak No. _____ van 19 _____

_____ en _____ Eksekusieskuldeiser

Aan: _____ Eksekusieskuldenaar.

Neem kennis dat ek vandag op die goed in bogenoemde inventaris vermeld geregtelik beslag gelê het kragtens 'n lasbrief onder handtekening van die Klerk van die Hof vir die distrik _____ aan my gerig waarby ek beveel word om op u goed in hierdie distrik die bedrag van R _____ en R _____ koste wat in hierdie aksie by vonnis van hierdie Hof teen u toegeken is en my koste ten opsigte van genoemde lasbrief, te hef.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Geregsbode.

No. 34.—KENNISGEWING AAN PREFERENTE SKULDEISER.

[Artikel 66 (2) (a) van Wet No. 32 van 1944.]

In die Landdroshof vir die distrik _____ gehou te _____

In die saak tussen _____ Vonniskskuldeiser

_____ en _____ Vonniskskuldenaar.

Aan: _____ (Preferente skuldeiser.)

Nademaal die Geregsbode op die _____ dag van _____ 19 _____ op ondergenoemde onroerende goed geregtelik beslag gelê het, word u hierby in kennis gestel dat dit op die _____ dag van _____ 19 _____ om _____ vm./nm. voor die Hofgebou te _____ geregtelik verkoop sal word.

Kort beskrywing van die goed en ligging daarvan:

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Vonnisskskuldeiser/Prokureur vir Vonnisskskuldeiser.

Adres: _____

No. 35.—TUSSENPLEITDAGVAARDING.

[Artikel 69 (1) van Wet No. 32 van 1944.]

In die Landdroshof vir die distrik _____ gehou te _____

In die saak tussen _____ Saak No. _____ van 19 _____

_____ en _____ Eksekusieskuldeiser

Aan: _____ Eksekusieskuldenaar. (Eksekusieskuldeiser.)

en: _____ (Aanspraakmaker.)

(2) This execution may be paid out before sale, subject to the payment of the messenger's fees and charges of execution, which may be required to be taxed.

(3) The only immovable property upon which this warrant may be executed is _____ (set out its situation and nature sufficiently to enable it to be identified).

(4) In case of re-issue the fact and date of reissue and any increase or reduction in the amounts to be levied shown on the face hereof shall be set out in a note endorsed hereon and signed by the execution creditor or his attorney and by the clerk of the court.

(5) Any alterations made herein shall be initialed by the clerk of the court before the warrant is issued or re-issued by him.

No. 33.—NOTICE OF ATTACHMENT IN EXECUTION.

In the Magistrate's Court for the District of _____ held at _____

In the matter between _____ Case No. _____ of 19 _____

_____ and _____ Execution Creditor

To: _____ Execution Debtor.

Take notice that I have this day laid under judicial attachment the property comprised in the above inventory in pursuance of a warrant directed to me under the hand of the clerk of the court for the district of _____, whereby I am required to cause to be raised of your property in this district the sum of R _____ and R _____ costs recovered against you by the judgment of the said court in this action and my charges in respect of the said warrant.

Dated at _____ this _____ day of _____, 19 _____

Messenger of the Court.

No. 34.—NOTICE TO PREFERENT CREDITOR.

[Section 66 (2) (a) of Act No. 32 of 1944.]

In the Magistrate's Court for the District of _____ held at _____

In the matter between _____ Judgment Creditor

_____ and _____ Judgment Debtor.

To: _____ (Preferent Creditor.)

Whereas the undermentioned immovable property was laid under judicial attachment by the Messenger of the Court on the _____ day of _____, 19 _____ you are hereby notified that it will be sold in execution in front of the court-house at _____ on the _____ day of _____, 19 _____ at _____ a.m./p.m.

Short description of property and its situation:

Dated at _____ this _____ day of _____, 19 _____

Judgment creditor/Attorney for judgment creditor.

Address: _____

No. 35.—INTERPLEADER SUMMONS.

[Section 69 (1) of Act No. 32 of 1944.]

In the Magistrate's Court for the District of _____ held at _____

In the matter between _____ Case No. _____ of 19 _____

_____ and _____ Execution Creditor

To: _____ Execution Debtor. (Execution Creditor.)

and: _____ (Claimant.)

U word hierby gedagvaar om op die _____ dag van _____ 19____ om _____ vm./nm. voor hierdie hof te verskyn ten einde te laat vasstel en verklaar of sekere roerende goed, te wete _____

waarop die geregsbode op die _____ dag van _____ 19____ beslag gelê het uit hoofde van 'n lasbrief vir eksekusie wat deur hierdie hof op die _____ dag van _____ 19____ uitgereik is in die aksie waarin u, genoemde _____, vonnis vir die bedrag van R _____ teen _____ van _____ (eksekusieskuldenaar) verkry het en welke goed deur u, genoemde _____, geëis word as synde u eiendom, u eiendom is of nie of te verskyn om die aanspraak deur u, genoemde _____ (aanspraakmaker) op die opbrengs van goed, te wete _____, waarop die geregsbode op die _____ dag van _____ 19____ beslag gelê het uit hoofde van 'n lasbrief vir eksekusie in hierdie hof op die _____ dag van _____ 19____ uitgereik in die aksie waarin die eksekusieskuldeiser vonnis vir die bedrag van R _____ teen _____ van _____ (eksekusieskuldenaar) verkry het en welke goed op die _____ dag van _____ 19____ geregteelik verkoop is, te laat beslis. Gedateer te _____ op hede die _____ dag van _____ 19____

Klerk van die Hof.

No. 36.—TUSSENPLEITDAGVAARDING.

[Artikel 69 (2) van Wet No. 32 van 1944.]

In die Landdroshof vir die distrik _____ gehou te _____ Saak No. _____ van 19____

Aan die Geregsbode.

Nademaal _____ van _____ 'n tussenpleitgeding in hierdie hof ten opsigte van _____ (vermeld die voorwerp) ingestel het waarop 'n strydige aanspraak deur _____ van _____ en _____ van _____ hieronder die aanspraakmakers genoem, gemaak word;

Dagvaar genoemde aanspraakmakers dat hulle op die _____ 19____ om _____ vm./nm. voor bogenoemde hof verskyn om dan elk van hulle afsonderlik die aard en besonderhede van hul onderskeie aansprake uiteen te sit en te verklaar of hulle die aansprake volhou of prysgee.

Gedateer te _____ op hede die _____ dag van _____ 19____

Klerk van die Hof.

No. 37.—SEKERHEIDSTELLING KRAGTENS REËL 38.

In die Landdroshof vir die distrik _____ gehou te _____ Saak No. _____ van 19____

In die saak tussen _____ Eksekusieskuldeiser

en

Eksekusieskuldenaar.

Nademaal genoemde eksekusieskuldeiser op die _____ dag van _____ 19____ vonnis in hierdie Hof teen genoemde eksekusieskuldenaar vir die bedrag van R _____ tesame met 'n bedrag van R _____ vir koste verkry het;

En nademaal tenuitvoerlegging kragtens genoemde vonnis geskied het en op goed/skuld/besoldiging beslag gelê is;

So is dat dat genoemde eksekusieskuldeiser hom teenoor die Geregsbode van bogenoemde Hof verbind dat, indien die beslaglegging hierna tersyde gestel word, hy aan enige wettige vordering teen hom deur genoemde eksekusieskuldenaar ingestel vir skade deur genoemde eksekusieskuldenaar gely as gevolg van genoemde beslaglegging, sal voldoen;

En _____ van _____ verbind homself as borg en medehoofskuldenaar vir 'n bedrag van hoogstens R _____ vir die behoorlike nakoming deur genoemde eksekusieskuldeiser van die verpligting deur hom onderneem.

Geteken en gedateer te _____ op hede die _____ dag van _____ 19____

Eksekusieskuldeiser.

Getuies:

1. _____ Handtekening en adres.

2. _____ Handtekening en adres.

Borg en Medehoofskuldenaar.

You are hereby summoned to appear before this court on the _____ day of _____, 19____, at _____ a.m./p.m., to have it determined and declared whether certain movable property, to wit _____, attached on the _____ day of _____, 19____ by the messenger of the court by virtue of a warrant of execution issued by this court on the _____ day of _____, 19____, in the action in which you, the said _____, obtained judgment for the sum of R _____ against _____ of _____ (execution debtor) and which said property is claimed by you, the said _____, as being your property, is or is not your property or to appear to have the claim by you, the said _____ (claimant) to the proceeds of property, namely _____, attached on the _____ day of _____, 19____ by the messenger of the court by virtue of a warrant of execution issued out of this court on the _____ day of _____, 19____, in the action in which the execution creditor obtained judgment for the sum of R _____ against _____ of _____ (execution debtor) and which property was sold in execution on the _____ day of _____, 19____, adjudicated upon.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

No. 36.—INTERPLEADER SUMMONS.

[Section 69 (2) of Act No. 32 of 1944.]

In the Magistrate's Court for the District of _____ held at _____ Case No. _____ of 19____

To the Messenger of the Court.

Whereas _____ of _____ has interpleaded in this court as to _____ (state subject matter) which is adversely claimed by _____ of _____ and _____ of _____

hereinafter called the claimants;

Summon the said claimants that they appear before the above-mentioned court on the _____ day of _____, 19____, at _____ a.m./p.m., and that they do then severally state the nature and particulars of their several claims and whether they will maintain or relinquish the same.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

No. 37.—SECURITY UNDER RULE 38.

In the Magistrate's Court for the District of _____ held at _____ Case No. _____ of 19____

In the matter between _____ Execution Creditor and _____ Execution Debtor.

Whereas the said execution creditor obtained judgment in this court against the said execution debtor on the _____ day of _____, 19____ in the sum of R _____ together with the sum of R _____ for costs;

And whereas under the said judgment execution has been issued and property/a debt/emoluments has/have been attached;

Now therefore the said execution creditor binds himself to the messenger of the aforesaid court that if the attachment be hereafter set aside, he will satisfy any lawful claim against him by the said execution debtor for damages suffered by the said execution debtor by reason of the said attachment;

And _____ of _____ binds himself as surety and co-principal debtor in a sum not exceeding R _____ for the due fulfilment by the said execution creditor of the obligation undertaken by him.

Signed and dated at _____ this _____ day of _____, 19____

Execution Creditor.

Witnesses:

1. _____ Signature and address.

2. _____ Signature and address.

Surety and Co-principal Debtor.

LET WEL.—Wanneer die sekerheidstelling aangegaan is vir die terugbetaling van gelde waarop kragtens 'n skuldbeslagorder beslag gelê is, moet 'n soortgelyke vorm gebruik word en die woorde „aan enige wettige vordering teen hom deur genoemde eksekusieskuldenaar ingestel vir skade deur genoemde eksekusieskuldenaar gely as gevolg van genoemde beslaglegging, sal voldoen” deur die woorde „die totale bedrag deur die beslagskuldenaar betaal, sal terugbetaal” vervang word.

No. 38.—KENNISGEWING VAN AANSOEK OM 'N SKULDBESLAGORDER.

In die Landdroshof vir die distrik _____
gehou te _____
Saak No. _____ van 19 _____
In die saak tussen _____
Vonnisskuldeiser.
Vonnisskuldenaar.
Beslagskuldenaar.
Aan: _____ (Vonnisskuldenaar).
_____ (Adres).

U word hierby in kennis gestel dat 'n aansoek deur bogenoemde vonnisskuldeiser om 'n bevel tot beslaglegging op besoldiging wat tans of in die toekoms deur of van _____ aan u verskuldig is of sal toekom tot 'n bedrag wat voldoende is om aan die vonnis wat die vonnisskuldeiser teen u in die hof vir die distrik _____ op die _____ dag van _____ 19 _____ vir die bedrag van R _____ (op welke vonnis die bedrag van R _____ nog onbetaald is) verkry het, te voldoen, en die koste van hierdie beslaglegging, deur hierdie hof op die _____ dag van _____ 19 _____ om _____ vm./nm. aangehoor sal word;

En neem kennis dat u by die aanhoring van die aansoek die volgende moet oorleë:—

- (i) 'n Staat van u bates en laste;
- (ii) 'n Staat van u maandelikse of weklíkse inkomste en uitgawes, gestaaf deur dokumentêre bewys, en, indien u besoldiging ontvang, 'n verklaring deur u werkgewer waarin volledige besonderhede omtrent sodanige besoldiging verstrek word;
- (iii) Die volgende rekeningboeke of dokumente:—

Neem ook kennis dat die hof op aansoek van die vonnisskuldeiser 'n lasbrief vir u inhegtenisneming kan magtig indien u versuim om op die datum in hierdie kennisgewing vermeld, voor die hof te verskyn. 'n Afskrif van die beëdigde verklaring ter steuning van hierdie kennisgewing, is aangeheg.

U aandag word ook gevestig op die bepalinge van artikel 65 (10) van die Wet op Landdroshowe, 1944, waarvan die bepalinge uit hoofde van die bepalinge van artikel 72 (4) van genoemde Wet *mutatis mutandis* van toepassing is op verrigtinge kragtens artikel 72 van genoemde Wet.

Geteken te _____ op hede die _____ dag van _____ 19 _____

Uitgereik deur _____ Klerk van die Hof

Subartikel (10).

„'n Werkgever wat, nadat hy deur 'n werknemer versoek is om 'n skriftelike verklaring bevattende volledige besonderhede aangaande sodanige werknemer se besoldiging te verstrek, versuim of nalaat om dit binne 'n redelike tydperk te doen of wat opsetlik of nalatiglik onjuiste besonderhede verstrek, is aan 'n misdryf skuldig en strafbaar met 'n boete van hoogstens vyftig rand”.

No. 39.—BEËDIGDE VERKLARING TER STAWING VAN 'N AANSOEK OM 'N SKULDBESLAGORDER.

In die Landdroshof vir die distrik _____
gehou te _____
Saak No. _____ van 19 _____

In die saak tussen _____
Vonnisskuldeiser.
Vonnisskuldenaar.
Beslagskuldenaar.

Ek, _____
van _____
verklaar onder eed soos volg:—

(1) Ek is die bogenoemde vonnisskuldeiser (of ek is behoorlik deur die vonnisskuldeiser gemagtig om namens hom in hierdie aangeleentheid op te tree).

NOTE.—Where the security is for the repayment of moneys attached by a garnishee order, a similar form should be used, the words “refund the gross amount paid by the garnishee” being substituted for the words “satisfy any lawful claim against him by the said execution debtor for damages suffered by the said execution debtor by reason of the said attachment”.

No. 38.—NOTICE OF APPLICATION FOR GARNISHEE ORDER.

In the Magistrate's Court for the District of _____
held at _____
Case No. _____ of 19 _____
In the matter between _____
Judgment Creditor.
Judgment Debtor.
Garnishee.
To: _____ (Judgment Debtor).
_____ (Address).

You are hereby notified that an application by the abovenamed judgment creditor for an order for the attachment of emoluments at present or in future owing or accruing to you by or from _____ of _____ to the amount necessary to satisfy the judgment recovered against you by the judgment creditor in the Court of the District of _____ on the _____ day of _____, 19 _____ for the sum of R _____ (on which judgment the sum of R _____ remains unpaid) and the costs of this attachment will be heard by this court on the _____ day of _____, 19 _____, at _____ a.m./p.m.

And take notice that you are required to produce at the hearing—

- (i) a statement of your assets and liabilities;
- (ii) a statement of your monthly or weekly income and expenses, supported by documentary evidence, and, if you are in receipt of emoluments, a statement by your employer giving full particulars of such emoluments;
- (iii) the following books of account or documents:—

Also take notice that the court may upon the application of the judgment creditor authorise a warrant for your arrest should you fail to appear before the court on the date specified in this notice.

A copy of the affidavit in support of this notice is annexed hereto.

Your attention is also directed to the provisions of section 65 (10) of the Magistrates' Courts Act, 1944, the provisions whereof *mutatis mutandis*, apply to proceedings under section 72 of the said Act by virtue of the provisions of section 72 (4) of the said Act.

Signed at _____ on the _____ day of _____, 19 _____

Clerk of the Court.

Issued by _____

Subsection (10).

“An employer who, having been requested by an employee to furnish a written statement containing full particulars of such employee's emoluments, fails or neglects within a reasonable time to do so or who knowingly or negligently furnishes incorrect particulars, shall be guilty of an offence and liable to a fine not exceeding fifty rand”.

No. 39.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR A GARNISHEE ORDER.

In the Magistrate's Court for the District of _____
held at _____
Case No. _____ of 19 _____

In the matter between _____
Judgment Creditor.
Judgment Debtor.
Garnishee.

I, _____
of _____, declare on oath as follows:—

(1) I am the abovenamed judgment creditor (or I am duly authorised by the judgment creditor to act for him in this matter).

(2) Ek het vonnis teen die vonnisskuldenaar in hierdie Hof (of in die Landdroshof vir die distrik _____, 'n gewaarmerkte afskrif van welke vonnis, gemerk „A”, aangeheg is) op die _____ dag van _____ 19____ vir die bedrag van R_____ en koste vir die bedrag van R_____ verkry.

(3) Die Hof is nie uit hoofde van die bepalings van artikel 18 van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), daarvan uitgesluit om 'n order soos in daardie artikel genoem, te gee nie.

(4) Die vonnis is nog tot 'n bedrag van R_____ onvoldaan.

(5) Geen bevel is kragtens artikel 74 van die Wet gegee nie, of 'n bevel is kragtens artikel 74 van die Wet gegee, maar is nie nagekom nie.

(6) Die beslagskuldenaar is woonagtig (of, doen sake as 'n _____ of, is in diens by _____) te _____ binne die regsbevoegdheid van hierdie Hof en staan in die skuld by die vonnisskuldenaar vir die bedrag van R_____ (of 'n bedrag onbekend aan die applikant) wat tans of in die toekoms verskuldig is of toekom aan die vonnisskuldenaar vir _____ (vermeid skuldoorsaak).

(7) Nadat aan die hierin aangevraagde bevel voldoen is, sal die vonnisskuldenaar voldoende middele van R_____ per maand oorhê uit _____ (vermeld bron van inkomste) om hom en sy afhanklikes _____ (vermeld die vonnisskuldenaar se getal afhanklikes en hul verwantskap aan hom) te onderhou _____.

Handtekening.

Die verklaarder het erken dat hy/sy vertrouwd is met die inhoud van hierdie beëdigde verklaring en dit begryp.

Geteken/beëdig, voor my te _____ op hede die _____ dag van _____ 19____.

Kommissaris van Ede.

Gebied.

Amp bekleed indien aanstelling
Ampshalwe gehou word.

No. 40.—SKULDBESLAGORDER VIR BESLAGLEGGING OP 'N SKULD.

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen

Vonnisskuldeiser.

Vonniskuldenaar.

Beslagskuldenaar.

Adres van die beslagskuldenaar.

Nademaal dit vir bogenoemde Hof geblyk het dat 'n skuld tans of in die toekoms deur die beslagskuldenaar aan die vonnisskuldenaar verskuldig is of van die beslagskuldenaar aan die vonnisskuldenaar toekom;

Word beveel—

(1) dat op genoemde skuld beslag gelê word;

(2) dat die beslagskuldenaar soveel van die skuld aan die vonnisskuldeiser of sy prokureur betaal as wat voldoende sal wees om aan 'n vonnis te voldoen wat die vonnisskuldeiser in die Hof vir die distrik _____ op die _____ dag van _____ 19____ vir die bedrag van R_____ (ten opsigte van welke vonnis die bedrag van R_____ nog verskuldig en onbetaald is) en die koste van beslaglegging ten bedrae van R_____ teen die vonnisskuldenaar verkry het.

Indien die beslagskuldenaar versuim om aan die vonnisskuldeiser of sy prokureur soos voornoemd te betaal, moet hy op die _____ dag van _____ 19____ om _____ vm./nm. voor hierdie Hof verskyn om redes aan te voer waarom hy nie die genoemde bedrae moet betaal nie.

Gedateer te _____ op hede die _____ dag van _____ 19____.

Op Las van die Hof,

Klerk van die Hof.

Vonnisskuldeiser/Prokureur vir
Vonnisskuldeiser.

(2) I obtained judgment against the judgment debtor in this Court (or in the Magistrate's Court for the District of _____, a certified copy of which judgment is annexed, marked "A") on the _____ day of _____, 19____, for the sum of R_____ and costs amounting to R_____.

(3) The Court is not barred by the provisions of section 18 of the Hire-Purchase Act, 1942 (Act No. 36 of 1942), from making an order referred to in that section.

(4) The judgment is still unsatisfied to the amount of R_____.

(5) No order under section 74 of the Act has been made, or an order under section 74 of the Act has been made but has not been complied with.

(6) The garnishee resides (or, carries on business as a _____ or, is employed at _____) at _____ within the jurisdiction of this Court and is indebted to the judgment debtor in the sum of R_____ (or, in an amount to the applicant unknown) at present or in future owing or accruing to the judgment debtor for _____ (set out the cause of the debt).

(7) After satisfaction of the order herein sought, the judgment debtor will have sufficient means, namely R_____ per month arising from _____ (set out the source of such income), to maintain himself and those dependent upon him (set out the numbers and relationship to the judgment debtor of his dependants) _____.

Signature.

The deponent has acknowledged that he/she knows and understands the contents of this affidavit.

Signed and sworn to before me at _____ on this _____ day of _____, 19____.

Commissioner of Oaths.

Area.

Office held if appointment is held
ex officio.

No. 40.—GARNISHEE ORDER FOR THE ATTACHMENT OF A DEBT.

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between

Judgment Creditor.

Judgment Debtor.

Garnishee.

Address of Garnishee.

Whereas it has been made to appear to the abovenamed Court that a debt is at present or in future owing or accruing to the judgment debtor by or from the garnishee;

It is ordered:—

(1) That the said debt be attached;

(2) That the garnishee pay to the judgment creditor or his attorney so much of the debt as may be sufficient to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of _____ on the _____ day of _____, 19____, for the sum of R_____ (on which judgment the sum of R_____ remains due and unpaid) and the costs of the proceedings of attachment amounting to R_____.

If the garnishee fails to pay the judgment creditor or his attorney as aforementioned, he shall appear before this Court on the _____ day of _____, 19____, at _____ a.m./p.m., to show cause why he should not pay the same.

Dated at _____ this _____ day of _____, 19____.

By Order of the Court,

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.

No. 41.—SKULDBESLAGORDER VIR BESLAGLEGGING OP BESOLDIGING.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Vonnisskuldeiser.
Vonnisskuldenaar.
Beslagskuldenaar.

Adres van die beslagskuldenaar.

Nademaal dit vir bogenoemde Hof geblyk het dat besoldiging tans of in die toekoms deur die beslagskuldenaar aan die vonnisskuldenaar verskuldig is of van die beslagskuldenaar aan die vonnisskuldenaar toekom en dat nadat aan hierdie bevel voldoen is die vonnisskuldenaar voldoende middele sal hê om hom en sy afhanklikes te onderhou;
Word beveel—

(1) dat daar op genoemde besoldiging beslag gelê word;
(2) dat die beslagskuldenaar aan die vonnisskuldeiser of sy prokureur op die _____ dag van elke maand/week hierna die bedrag van R. _____ betaal totdat daar 'n bedrag betaal is wat voldoende is om aan die vonnis te voldoen wat die vonnisskuldeiser in die Hof vir die distrik _____ op die _____ dag van _____ 19 _____ vir die bedrag van R. _____ (ten opsigte van welke vonnis die bedrag van R. _____ nog verskuldig is) en die koste van beslaglegging ten bedrae van R. _____ teen die vonnisskuldenaar verkry het.

Indien die beslagskuldenaar versuim om aan die vonnisskuldeiser of sy prokureur soos voornoemd te betaal, moet hy op die _____ dag van _____ 19 _____ om _____ vm./nm. voor hierdie Hof verskyn om redes aan te toon waarom hy nie die genoemde bedrae moet betaal nie.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Op Las van die Hof,

Klerk van die Hof.

Vonnisskuldeiser/Prokureur vir
Vonnisskuldeiser.

No. 42.—KENNISGEWING AAN VONNISKULDENAAR OM 'N ONDERSOEK NA SY FINANSIËLE TOESTAND BY TE WOON EN OM DOKUMENTE OOR TE LÊ.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Vonnisskuldeiser

en

Vonnisskuldenaar.

Aan: _____

Neem kennis dat—

(a) bogenoemde vonnisskuldeiser op die _____ dag van _____ 19 _____ vir die bedrag van R. _____ en R. _____ koste vonnis teen u verkry het;
(b) genoemde vonnis nog in die bedrag van R. _____ en koste onvoldaan is.

Neem verder kennis dat u kragtens artikel 65 (1) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), hierby aangesê word:—

(1) Om op die _____ dag van _____ 19 _____ om _____ vm./nm. voor bogenoemde Hof te verskyn sodat daar 'n ondersoek na u finansiële toestand ingestel kan word.

(2) Om aan bogenoemde Hof 'n volledige staat voor te lê—

(a) van u bates en laste;
(b) van u maandelikse/weeklikse inkomste en uitgawes, gesteun deur dokumentêre bewys met inbegrip van 'n verklaring deur u werkgewer waarin volledige besonderhede van u besoldiging aangegee word;

(3) Om die volgende boeke en dokumente aan bogenoemde Hof oor te lê: _____

NEEM OOK KENNIS DAT DIE HOF OP AANSOEK VAN DIE VONNISKULDEISER MAGTIGING KAN VERLEEN TOT DIE UITREIKING VAN 'N LASBRIEF VIR U INHEGTENISNEMING INGEVAL U VERSUIM OM OP DIE DATUM IN HIERDIE KENNISGEWING VERMELD VOOR DIE HOF TE VERSKYN.

'n Afskrif van die beëdigde verklaring ter staving van die kennisgewing is aangeheg.

U aandag word ook op die verdere uittreksels uit artikel 65 van die Wet soos hieronder aangehaal, gevestig.

No. 41.—GARNISHEE ORDER FOR THE ATTACHMENT OF EMOLUMENTS.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____

Judgment Creditor.
Judgment Debtor.
Garnishee.

Address of Garnishee.

Whereas it has been made to appear to the abovenamed Court that emoluments are at present or in future owing or accruing to the judgment debtor by or from the garnishee and that after satisfaction of this order sufficient means will be left to the judgment debtor to maintain himself and those dependent upon him;

It is ordered:—

(1) That the said emoluments be attached;
(2) That the garnishee pay to the judgment creditor or his attorney on the _____ day of each and every month/week hereafter the sum of R. _____ until a sufficient amount has been paid to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of _____ on the _____ day of _____, 19 _____ (on which judgment the sum of R. _____ remains unpaid) and the costs of attachment amounting to R. _____.

If the garnishee fails to pay the judgment creditor or his attorney as aforesaid, he shall appear before this Court on the _____ day of _____, 19 _____, at _____ a.m./p.m., to show cause why he should not pay the same.

Dated at _____ this _____ day of _____, 19 _____

By Order of the Court,

Clerk of the Court.

Judgment Creditor/Attorney
for Judgment Creditor.

No. 42.—NOTICE TO JUDGMENT DEBTOR TO ATTEND ENQUIRY INTO HIS FINANCIAL POSITION AND TO PRODUCE DOCUMENTS.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____

Judgment Creditor.

and

Judgment Debtor.

To: _____

Take notice that—

(a) the abovenamed judgment creditor obtained judgment against you on the _____ day of _____, 19 _____ for the sum of R. _____ and R. _____ costs;
(b) the said judgment is still unsatisfied in the amount of R. _____ and costs.

Further take notice that in terms of section 65 (1) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), you are hereby required:—

1. To appear before the abovenamed Court on the _____ day of _____, 19 _____, at _____ a.m./p.m., in order that an enquiry may be held into your financial position.

2. To produce to the abovenamed Court a full statement—
(a) of your assets and liabilities;

(b) of your monthly/weekly income and expenses, supported by documentary evidence, including a statement by your employer, which must show full particulars of your emoluments;

3. To produce the following books and documents to the above Court: _____

ALSO TAKE NOTICE THAT THE COURT MAY UPON THE APPLICATION OF THE JUDGMENT CREDITOR AUTHORISE THE ISSUE OF A WARRANT FOR YOUR ARREST SHOULD YOU FAIL TO APPEAR BEFORE THE COURT ON THE DATE SPECIFIED IN THIS NOTICE.

A copy of the affidavit in support of this notice is annexed hereto.

Your attention is also directed to the further extracts from section 65 of the Act which appear hereunder.

Gedateer te _____ op hede
die _____ dag van _____ 19____

Klerk van die Hof.

Uitgereik deur:

Subartikel (4).

„Nadat hy so 'n kennisgewing ontvang het, maar voor die datum vir die ondersoek bepaal, kan die vonnisskuldenaar die in paragrawe (i), (ii) en (iii) van subartikel (2) bedoelde dokumente aan die vonnisskuldeiser oorleë en 'n skriftelike aanbod doen om die skuld in paaiemente of andersins te vereffen. 'n Afskrif van sodanige skriftelike aanbod word onverwyld deur die vonnisskuldenaar by die Klerk van die Hof ingedien en die vonnisskuldeiser moet aan genoemde klerk meedeel of hy die aanbod aanvaar of afwys. Word so 'n aanbod aanvaar, dan gee die Klerk van die Hof die vonnisskuldenaar daarvan kennis, asook dat dit nie vir hom nodig is om by die ondersoek te verskyn nie en die Hof kan, op die keerdag, 'n geskikte bevel kragtens subartikel (7) uitreik. Nadat so 'n bevel uitgereik is, gee die Klerk van die Hof die vonnisskuldenaar per aangetekende pos kennis van die bevel en van die inhoud daarvan”.

Subartikel (10).

„'n Werkgewer wat, nadat hy deur 'n werknemer versoek is om 'n skriftelike verklaring bevattende volledige besonderhede aangaande sodanige werknemer se besoldiging te verstrek, versuim of nalaat om dit binne 'n redelike tydperk te doen of wat opsetlik of nalatiglik onjuiste besonderhede verstrek, is aan 'n misdryf skuldig en strafbaar met 'n boete van hoogstens vyftig rand”.

Heruitgereik op hede die _____ dag
van _____ 19____ vir die bedrag van R _____
en R _____ koste.

U word aangesê om op die _____ dag van _____ 19____
om _____ vm./nm. voor bogenoemde Hof te verskyn sodat 'n
ondersoek na u finansiële toestand ingestel kan word.

U aandag word op die inhoud van hierdie kennisgewing gevestig.
Gedateer te _____ op hede
die _____ dag van _____ 19____

Klerk van die Hof.

LET WEL.—In die geval van 'n heruitreiking moet die feit dat dit 'n heruitreiking is en die datum van elke heruitreiking en enige vermeerdering of vermindering in die bedrae op die voorkant hiervan genoem in 'n aantekening, hierop geëndosseer, o. op 'n skoon vel papier deur die vonnisskuldeiser of sy-prokureur en deur die Klerk van die Hof onderteken, vermeld word.

No. 43.—BEËDIGDE VERKLARING TER STAWING VAN 'N KENNISGEWING KRAGTENS ARTIKEL 65 (1) VAN DIE WET OP LANDDROSHOWE, 1944.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19____

In die saak tussen

Vonnisskuldeiser

en

Vonnisskuldenaar.

Ek, _____ vonnisskuldeiser/
Prokureur vir die vonnisskuldeiser, verklaar hierby onder eed:—

- (1) Dat op die _____ dag van _____ 19____
vonniss teen bogenoemde vonnisskuldenaar verkry is.
- (2) Dat die vonnis vir 'n tydperk van tien dae vanaf die datum van vonnis onvoldaan gebly het of vanaf die tydperk van opskorting wat op _____ verstryk het.
- (3) Dat die Hof nie uit hoofde van die bepalings van artikel 18 van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942), daarvan uitgesluit is om 'n bevel of order in daardie artikel genoem, te gee nie.

Vonnisskuldeiser/Prokureur vir
die Vonnisskuldeiser.

Die verklaarder het erken dat hy/sy vertrou is met die inhoud van hierdie beëdigde verklaring en dit begryp.

Geteken en beëdig voor my te _____ op
hede die _____ dag van _____ 19____

Kommissaris van Ede.

Gebied.

Amp beklee indien aanstelling
ampshalwe gehou word.

Dated at _____ this _____ day
of _____, 19____

Clerk of the Court.

Issued by:

Subsection (4).

“On receipt of such notice, but before the date fixed for the enquiry, the judgment debtor may produce to the judgment creditor the documents referred to in paragraphs (i), (ii) and (iii) of subsection (2) and make a written offer to liquidate the debt in instalments or otherwise. A copy of such written offer shall forthwith be filed by the judgment debtor with the clerk of the court and the judgment creditor shall inform the said clerk whether he accepts or declines the offer. If any such offer is accepted, the clerk of the court shall notify the judgment debtor of that fact and that he need not appear at the enquiry, and the court may, on the return day, make an appropriate order in terms of subsection (7). Upon such an order having been made, the clerk of the court shall notify the judgment debtor by registered post of the order and of the terms thereof”.

Subsection (10).

“An employer who, having been requested by an employee to furnish a written statement containing full particulars of such employee's emoluments, fails or neglects within a reasonable time to do so or who knowingly or negligently furnishes incorrect particulars, shall be guilty of an offence and liable to a fine not exceeding fifty rand”.

Re-issued this _____ day of _____, 19____
for the sum of R _____ and R _____ costs.

You are required to appear before the above-mentioned Court
on the _____ day of _____, 19____
at _____ a.m./p.m., in order that an enquiry might be held into
your financial position.

Your attention is directed to the contents of this notice.

Dated at _____ on the _____ day
of _____, 19____

Clerk of the Court.

NOTE.—In case of a re-issue, the fact and date of each re-issue and any increase or reduction in the amounts shown on the face hereof shall be set out in a note endorsed hereon or on a clean sheet of paper signed by the judgment creditor or his attorney and by the clerk of the court.

No. 43.—AFFIDAVIT IN SUPPORT OF A NOTICE ISSUED UNDER SECTION 65 (1) OF THE MAGISTRATE'S COURTS ACT, 1944.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19____

In the matter between

Judgment Creditor

and

Judgment Debtor.

I, _____
Judgment Creditor/Attorney for Judgment Creditor, hereby declare on
oath:—

1. That on the _____ day of _____, 19____,
judgment was obtained against the abovenamed judgment debtor.
2. That the judgment has remained unsatisfied for a period of
10 days from the date of judgment or from the period of suspension
which period expired on _____.
3. That the court is not barred by the provisions of section 18
of the Hire-Purchase Act, 1942 (Act No. 36 of 1942), from making
a decree or an order referred to in that section.

Judgment Creditor/Attorney
for Judgment Creditor.

The deponent has acknowledged that he/she knows and understands
the contents of this affidavit.

Signed and sworn to before me at _____
this _____ day of _____, 19____

Commissioner of Oaths.

Area.

Office held if appointment is held
ex officio.

No. 44.—LASBRIEF VIR DIE INHEGTENISNEMING VAN 'N VONNISSKULDENAAR KRAGTENS ARTIKEL 65 (5) (a) VAN DIE WET OP LANDDROSHOWE, 1944.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____
_____ en _____
_____ Vonniskskuldeiser
_____ Vonniskskuldenaar.

LASBRIEF VIR INHEGTENISNEMING.

Aan die Geregsbode.

Nademaal bogenoemde vonniskskuldeiser 'n kennisgewing kragtens artikel 65 (1) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), uit hierdie Hof uitgereik het waarin die vonniskskuldenaar aangesê word om op die _____ dag van _____ 19 _____ voor bogenoemde Hof *in camera* te verskyn;

En nademaal genoemde kennisgewing kragtens die bepalings van artikel 65 (3) van voornoemde Wet aan die vonniskskuldenaar beteken is en die vonniskskuldenaar in verstek was deurdat:—

*(a) Hy versuim het om op die _____ dag van _____ 19 _____, soos in die kennisgewing uiteengesit, te verskyn;

(b) Hy versuim het om op die _____ dag van _____ 19 _____, tot welke datum die ondersoek op die _____ dag van _____ 19 _____ in sy/haar teenwoordigheid uitgestel is, te verskyn.

So word u hierby gemagtig en beveel om genoemde _____ van _____ in hegtenis te neem of te laat neem en hom/haar voor hierdie Hof te laat bring om kragtens die bepalings van artikel 65 (6) van die Wet mee gehandel te word.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Op Las van die Hof,

Klerk van die Hof.

Vonnisskskuldeiser/Prokureur vir
Vonnisskskuldeiser.

Adres _____

Heruitgereik op hede die _____ dag van _____ 19 _____ aangesien die vonniskskuldenaar versuim het om op die _____ dag van _____ 19 _____ te verskyn, tot welke datum die bogenoemde ondersoek op die _____ dag van _____ 19 _____ in sy/haar teenwoordigheid uitgestel is en op welke datum die bogenoemde lasbrief vir inhegtenisneming opgeskort is.

Klerk van die Hof.

Vonnisskskuldeiser/Prokureur vir
die Vonnisskskuldeiser.

MOET DEUR DIE GEREGBODE INGEVUL WORD WANNEER DIE VONNISSKULDENAAR NIE ONMIDDELLIK VOOR DIE HOF GEBRING KAN WORD NIE.

Aan die hoof van die gevangenis te _____

Hierby word u gelas om, ingevolge artikel 16 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), _____ in u bewaring te neem en om hom/haar daar tot die _____ dag van _____ 19 _____ in bewaring te hou.

Gedateer te _____ op hede die _____ dag van _____ 19 _____

Geregsbode.

* Skrap wat nie van toepassing is nie.

No. 45.—KENNISGEWING KRAGTENS ARTIKEL 65 (9) (a) VAN DIE WET OP LANDDROSHOWE, 1944, OM REDES AAN TE VOER.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____
_____ en _____
_____ Vonniskskuldeiser
_____ Vonniskskuldenaar.

Aan _____

Neem kennis dat u hierby aangesê word om op die _____ dag van _____ 19 _____ om _____ vm./nm. voor bogenoemde Hof te verskyn om redes aan te voer waarom u nie kragtens

No. 44.—WARRANT FOR THE ARREST OF A JUDGMENT DEBTOR UNDER SECTION 65 (5) (a) OF THE MAGISTRATES' COURTS ACT, 1944.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____
_____ and _____
_____ Judgment Creditor
_____ Judgment Debtor.

WARRANT OF ARREST.

To the Messenger of the Court.

Whereas the abovenamed judgment creditor issued a notice out of this court in terms of section 65 (1) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), calling upon the judgment debtor to appear before the above-mentioned court in chambers on the _____ day of _____ 19 _____;

And whereas the said notice was served upon the judgment debtor in accordance with the provisions of section 65 (3) of the aforesaid Act and the judgment debtor has made default in that:—

*(a) He failed to appear on the _____ day of _____ 19 _____, as specified in the notice;

(b) He failed to appear on the _____ day of _____ 19 _____, to which date the enquiry was on the _____ day of _____ 19 _____ postponed in his/her presence;

This is therefore to authorise and require you to apprehend or cause to be apprehended the said _____ of _____ and cause him/her to be brought before this court to be dealt with in accordance with the provisions of section 65 (6) of the Act.

Dated at _____ this _____ day of _____ 19 _____

By Order of the Court,

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.
Address _____

Re-issued this _____ day of _____ 19 _____, the judgment debtor having failed to appear on the _____ day of _____ 19 _____, to which date the above enquiry was on the _____ day of _____ 19 _____ postponed in his/her presence and on which date the above warrant of arrest was suspended.

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.

TO BE COMPLETED BY THE MESSENGER OF THE COURT WHEN THE JUDGMENT DEBTOR CANNOT BE BROUGHT BEFORE THE COURT FORTHWITH.

To the Officer in Charge of the _____ Prison.

In terms of section 16 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), this is to command you to take into your custody the body of _____ and to keep him/her there safely until the _____ day of _____ 19 _____

Dated at _____ this _____ day of _____ 19 _____

Messenger of the Court.

* Delete whichever is inapplicable.

No. 45.—NOTICE TO SHOW CAUSE UNDER SECTION 65 (9) (a) OF THE MAGISTRATES' COURTS ACT, 1944.

In the Magistrate's court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____
_____ and _____
_____ Judgment Creditor
_____ Judgment Debtor.

To _____

Take notice that you are hereby required to appear before the above-mentioned court on the _____ day of _____ 19 _____, at _____ a.m./p.m., to

artikel 65 (9) (d) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), weens minagting van die Hof ter gevangesetting verwys moet word nie, deurdat u versuim het om aan die bevel van die Hof wat op die _____ dag van _____ 19____ kragtens artikel 65 (7) (d) van die Wet gegee is, te voldoen.

Neem verder kennis dat indien u versuim om op die datum wat in hierdie kennisgewing genoem word, te verskyn, die Hof kragtens artikel 65 (9) (d) van voornoemde Wet op aansoek van die vonnis-skuldeiser 'n bevel kan gee vir u gevangesetting vir 'n tydperk van hoogstens dertig dae en magtiging kan verleen tot die uitreiking van 'n lasbrief vir u inhegtenisneming en aanhouding in 'n gevangenis.

Neem verder kennis dat die aangehegte beëdigde verklaring van _____ ter ondersteuning van hierdie kennisgewing gebruik sal word.

Gedateer te _____ op hede _____ die _____ dag van _____ 19____

Klerk van die Hof.

Vonnis-skuldeiser/Prokureur vir
die Vonnis-skuldeiser.

No. 46.—LASBRIEF VIR DIE INHEGTENISNEMING EN GEVANGESSETTING VAN 'N VONNISSKULDENAAR Kragtens ARTIKEL 65 (9) (d) VAN DIE WET OP LANDDROSHOWE, 1944 (VERSUIM VAN VONNISSKULDENAAR OM TE VERSKYN).

In die Landdroshof vir die distrik _____ gehou te _____ Saak No. _____ van 19____

In die saak tussen _____ Vonnis-skuldeiser
_____ en _____ Vonnis-skuldenaar.

LASBRIEF VIR ARRES EN GEVANGESSETTING.

Aan die Geregsbode _____

Nademaal _____ van _____ die bogenoemde vonnis-skuldenaar, op die _____ dag van _____ 19____ kragtens artikel 65 (9) (d) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), vir 'n tydperk van _____ weens minagting van die Hof ter gevangesetting verwys is deurdat hy/sy versuim het om aan 'n kennis-gewing te voldoen wat aan hom beteken was waarin hy aangesê is om op die _____ dag van _____ 19____ om _____ vm./nm. voor hierdie Hof te verskyn om redes aan te voer waarom hy nie weens minagting van die Hof ter gevangesetting verwys moet word nie;

So word u gelas om genoemde vonnis-skuldenaar te arresteer en hom/haar tesame met hierdie lasbrief aan die hoof van die gevangenis te _____ oor te lewer.

Aan die hoof van die gevangenis te _____

U word hierby gelas om _____ die bogenoemde vonnis-skuldenaar, in u bewaring te neem en hom/haar daar in veilige bewaring te hou totdat _____ dae vanaf die datum waarop genoemde vonnis-skuldenaar kragtens hierdie lasbrief in genoemde gevangenis opgeneem is, verstryk het of totdat hy/sy andersins wettiglik ontslaan word.

Gedateer te _____ op hede _____ die _____ dag van _____ 19____

Klerk van die Hof.

Vonnis-skuldeiser/Prokureur vir
die Vonnis-skuldeiser.

No. 47.—LASBRIEF VIR GEVANGESSETTING Kragtens ARTIKEL 65 (9) (d) VAN DIE WET OP LANDDROSHOWE, 1944 (VERSUIM VAN VONNISSKULDENAAR OM AAN 'N HOFBEVEL TE VOLDOEN).

In die Landdroshof vir die distrik _____ gehou te _____ Saak No. _____ van 19____

In die saak tussen _____ Vonnis-skuldeiser
_____ en _____ Vonnis-skuldenaar.

LASBRIEF VIR ARRES EN GEVANGESSETTING.

Aan die Geregsbode _____

Nademaal _____ die bogenoemde vonnis-skulde-naar, op die _____ dag van _____ 19____ kragtens artikel 65 (9) (d) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), vir 'n tydperk van _____ dae weens minagting

show cause why you should not be committed for contempt of court in terms of section 65 (9) (d) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), for failing to comply with the order made by the court on the _____ day of _____, 19____ in terms of section 65 (7) (d) of the Act.

Further take notice that in terms of section 65 (9) (d) of the aforesaid Act the court may, upon the application of the judgment creditor, make an order for your committal for a period not exceeding thirty days and may authorise the issue of a warrant for your arrest and detention in prison should you fail to appear on the date specified in this notice.

Further take notice that the affidavit of _____, annexed hereto, will be used in support of this notice.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.

No. 46.—WARRANT FOR THE ARREST AND COMMITTAL OF A JUDGMENT DEBTOR UNDER SECTION 65 (9) (d) OF THE MAGISTRATES' COURTS ACT, 1944 (WHERE JUDGMENT DEBTOR FAILS TO APPEAR).

In the Magistrate's Court for the District of _____ held at _____ Case No. _____ of 19____

In the matter between _____ Judgment Creditor
_____ and _____ Judgment Debtor.

WARRANT OF ARREST AND COMMITTAL.

To the Messenger of the Court _____

Whereas _____ of _____ the abovenamed judgment debtor, was on the _____ day of _____, 19____ committed for a period of _____ days for contempt of court in terms of section 65 (9) (d) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), because he failed to comply with a notice served on him calling upon him to appear before this court at _____ a.m./p.m., on the _____ day of _____, 19____ to show cause why he should not be committed for contempt of court;

This is to command you to arrest and deliver the said judgment debtor to the Officer-in-Charge of the _____ Prison, together with this warrant.

To the Officer-in-Charge of the _____ Prison.

This is to command and require you to receive _____ the abovenamed judgment debtor, into your custody and to keep him/her there safely until the expiration of _____ days from the date on which the said judgment debtor shall be received in the said prison by virtue of this warrant or until he/she shall be otherwise legally discharged.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.

No. 47.—WARRANT OF COMMITTAL UNDER SECTION 65 (9) (d) OF THE MAGISTRATES' COURTS ACT, 1944 (WHERE JUDGMENT DEBTOR FAILED TO COMPLY WITH ORDER OF COURT).

In the Magistrate's Court for the District of _____ held at _____ Case No. _____ of 19____

In the matter between _____ Judgment Creditor
_____ and _____ Judgment Debtor.

WARRANT OF ARREST AND COMMITTAL.

To the Messenger of the Court _____

Whereas _____ of _____ the above-named judgment debtor, was on the _____ day of _____, 19____ committed for a period of _____ days for contempt of court in terms of section 65 (9) (d)

van die Hof ter gevangesetting verwys is deurdat hy/sy versuim het om aan 'n bevel van die Hof te voldoen wat op die _____ dag van _____ 19____ gegee is;

So word u gelas om genoemde vonnisskuldenaar te arresteer en hom/haar tesame met hierdie lasbrief aan die hoof van die gevangenis te _____ oor te lewer.

Aan die hoof van die gevangenis te _____

U word hierby gelas om _____ die bogenoemde vonnisskuldenaar, in u bewaring te neem en hom/haar in veilige bewaring te hou totdat _____ dae vanaf die datum waarop genoemde vonnisskuldenaar kragtens hierdie lasbrief in genoemde gevangenis opgeneem is, verstryk het of totdat hy/sy andersins wettiglik ontslaan word.

Gedateer te _____ op hede die _____ dag van _____ 19____

Klerk van die Hof.

Vonnisskuldeiser/Prokureur
vir Vonnisskuldeiser.

Adres _____

No. 48.—LASBRIEF VIR GEVANGESSETTING KRAFTENS ARTIKEL 65 (9) (d) VAN DIE WET OP LANDDROSHOWE, 1944 [LASGEWING DEUR DIE HOF KRAFTENS ARTIKEL 65 (9) (g) VAN DIE WET DAT 'N BEVEL TOT GEVANGESSETTING UITGEVOER MOET WORD].

In die Landdroshof vir die distrik _____ gehou te _____

Saak No. _____ van 19____

In die saak tussen _____

Vonnisskuldeiser

en _____

Vonnisskuldenaar.

LASBRIEF VIR ARRES EN GEVANGESSETTING.

Aan die Geregsbode _____

Nademaal _____ van _____ die bogenoemde vonnisskuldenaar, op die _____ dag van _____ 19____ kragtens artikel 65 (9) (d) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), vir 'n tydperk van _____ ter gevangesetting verwys is deurdat genoemde vonnisskuldenaar versuim het om aan die bevel van die Hof wat op _____ gegee is, te voldoen;

En nademaal voormelde bevel opgeskort is op voorwaarde dat die genoemde vonnisskuldenaar _____

En nademaal genoemde vonnisskuldenaar versuim het om aan die voorwaardes in die bevel uiteengesit, te voldoen;

En nademaal genoemde vonnisskuldenaar aangesê is om op die _____ dag van _____ 19____ redes aan te voer waarom die bevel tot gevangesetting nie ten uitvoer gelê moet word nie en hy/sy versuim het om redes soos voormeld aan te voer;

So word u hierby gelas om _____ *te arresteer en hom/haar tesame met hierdie lasbrief aan die hoof van die gevangenis te _____ oor te lewer.

Aan die hoof van die gevangenis te _____

U word hierby gelas om genoemde _____ (die vonnisskuldenaar) in u bewaring te neem en hom/haar daar in veilige bewaring te hou totdat _____ dae vanaf die datum waarop genoemde vonnisskuldenaar kragtens hierdie lasbrief in genoemde gevangenis opgeneem is, verstryk het of totdat hy/sy andersins wettiglik ontslaan word.

Gedateer te _____ op hede die _____ dag van _____ 19____

Klerk van die Hof.

Vonnisskuldeiser/Prokureur vir
die Vonnisskuldeiser.

Adres _____

* Haal die woorde „te arresteer en hom/haar” deur indien die bevel ten uitvoer gelê word waar die vonnisskuldenaar in die Hof verskyn.

of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), in that he/she failed to comply with the order of the court made on the _____ day of _____, 19____;

This is to command you to arrest and deliver the said judgment debtor to the Officer-in-Charge of the _____ Prison, together with this warrant.

To the Officer-in-Charge of the _____ Prison.

This is to command and require you to receive the said _____ (the judgment debtor) into your custody and to keep him/her there safely until the expiration of _____ days from the date on which the said judgment debtor shall be received in the said prison by virtue of this warrant or until he/she shall be otherwise legally discharged.

Dated at _____ this _____ day of _____, 19____

Clerk of the Court.

Judgment Creditor/Attorney for
Judgment Creditor.

Address _____

No. 48.—WARRANT OF COMMITTAL UNDER SECTION 65 (9) (d) OF THE MAGISTRATES' COURTS ACT, 1944 [DIRECTION BY COURT UNDER SECTION 65 (9) (g) OF THE ACT THAT ORDER OF COMMITTAL BE CARRIED INTO EFFECT].

In the Magistrate's Court for the District of _____ held at _____

Case No. _____ of 19____

In the matter between _____

Judgment Creditor

and _____

Judgment Debtor.

WARRANT OF ARREST AND COMMITTAL.

To the Messenger of the Court _____

Whereas _____, of _____, the abovenamed judgment debtor, was on the _____ day of _____, 19____ committed for a period of _____ days in terms of section 65 (9) (d) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), in that the said judgment debtor failed to comply with the order of the court made on _____;

And whereas the said order of committal was suspended on condition that the said judgment debtor _____;

And whereas the said judgment debtor has failed to fulfil the conditions specified in the order;

And whereas the said judgment debtor has been called upon to show cause on the _____ day of _____, 19____ why the order of committal should not be carried into effect and has failed to show cause as aforesaid;

This is to command you to *arrest and take/take _____ and deliver him/her to the Officer-in-Charge of the _____ Prison, together with this warrant.

To the Officer-in-Charge of the _____ Prison.

This is to command and require you to receive the said _____ (the judgment debtor) into your custody and there safely to keep him/her until the expiration of _____ days from the date on which the said judgment debtor shall be so received in the said prison by virtue of this warrant or until he/she shall be otherwise legally discharged.

Dated at _____ on the _____ day of _____, 19____

Clerk of the Court.

Judgment Creditor/
Attorney for Judgment Creditor.

Address _____

* Delete "arrest and take" if order is carried into effect where debtor appears in Court.

No. 49.—LASBRIEF VIR INVRYHEIDSTELLING IN 'N SIVIELE AANGELEENTHEID.

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19_____
 In die saak tussen _____ Applikant/Vonnissskuldeiser
 en _____ Respondent.

Aan die Hoof van die Gevangenis te _____
 Hierby word u gelas om uit u bewaring te ontslaan die persoon
 van _____ wat ingevolge 'n
 lasbrief gedateer _____
 in u bewaring geneem is vir verdere verrigtinge in die siviele aange-
 leentheid van _____

(vermeld besonderhede) omrede _____
 tensy hy/sy anders as ten opsigte van genoemde lasbrief wettig aan-
 gehou word.

Gedateer te _____ op hede
 die _____ dag van _____ 19_____
 Klerk van die Hof.

No. 50.—AANSOEK OM 'N ADMINISTRASIE-ORDER Kragtens Artikel 74 (1) van die Wet op Landdroshowe, 1944.

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19_____

AANSOEK OM 'N ADMINISTRASIE-ORDER.

Aan die Klerk van die Hof _____
 Neem kennis dat ek op die _____ dag
 van _____ 19____ om _____ vm./nm. by boge-
 noemde Hof aansoek sal doen om 'n bevel waarby voorsiening gemaak
 word vir die administrasie van my boedel kragtens die bepalings van
 artikel 74 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944).
 'n Beëdigde verklaring ter ondersteuning van hierdie aansoek is
 aangeheg.

Gedateer te _____ op hede
 die _____ dag van _____ 19_____
 Vonnissskuldenaar/Skuldenaar.

Volledige adres _____

LET WEL.—Die vonnissskuldenaar/skuldenaar moet by vooruit-
 betaalde aangetekende pos aan al sy skuldeisers minstens veertien
 dae kennis gee van hierdie aansoek.

No. 51.—BEËDIGDE VERKLARING TER ONDERSTEUNING VAN 'N AANSOEK OM 'N ADMINISTRASIE-ORDER Kragtens Artikel 74 (1) van die Wet op Landdroshowe, 1944.

In die Landdroshof vir die distrik _____
 gehou te _____ Saak No. _____ van 19_____

Ek, _____, verklaar onder eed:—

- (1) Ek is die applikant in hierdie saak.
- (2) 'n Vonnis vir die betaling van geld is teen my verkry en ek is nie
 in staat om die bedrag onmiddellik te betaal nie; of
 Ek is 'n skuldenaar en is nie in staat om my finansiële verpligtings
 na te kom nie.
- (3) Ek het nie genoegsame bates wat vir beslaglegging vatbaar is
 om aan sodanige vonnis/verpligting te voldoen nie.
- (4) 'n Volledige staat van al my skulde met vermelding van die
 name en adresse van my skuldeisers, 'n staat van my bates en besonder-
 hede van my inkomste, die name van my afhanklikes en my weeklikse/
 maandelikse verpligtings word voorgelê.

Handtekening.

Die verklaarder het erken dat hy vertrou is met die inhoud van
 hierdie beëdigde verklaring en dat hy dit begryp.

Geteken en beëdig voor my te _____ op
 hede die _____ dag van _____ 19_____

Kommissaris van Ede.

Gebied.

Amp beklee indien aanstelling
 ampshalwe gehou word.

No. 49.—WARRANT OF LIBERATION IN CIVIL MATTER.

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19_____

In the matter between _____ Applicant/Judgment
 and _____ Creditor
 Respondent.

To the officer-in-charge of the _____ Prison.

This is to command you that you liberate from your custody the
 body of _____
 committed thereto by warrant dated _____
 for further proceedings in the civil matter of _____

(state particulars) by reason of _____

unless lawfully detained otherwise than in respect of the said warrant.

Dated at _____ this _____
 day of _____, 19_____

Clerk of the Court.

No. 50.—APPLICATION FOR AN ADMINISTRATION ORDER UNDER SECTION 74 (1) OF THE MAGISTRATES' COURTS ACT, 1944

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19_____

APPLICATION FOR AN ADMINISTRATION ORDER.

To the Clerk of the Court _____

Take notice that I shall apply to the abovementioned court on the
 _____ day of _____, 19____,
 at _____ a.m./p.m., to make an order providing for the administra-
 tion of my estate under the provisions of section 74 of the Magistrates'
 Courts Act, 1944 (Act No. 32 of 1944).

An affidavit in support of this application is attached.

Dated at _____ this _____
 day of _____, 19_____

Judgment Debtor/Debtor.

Full address _____

NOTE.—The judgment debtor/debtor shall, by prepaid registered
 post, give to all his creditors at least fourteen days' notice of this
 application.

No. 51.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR AN ADMINISTRATION ORDER UNDER SECTION 74 (1) OF THE MAGISTRATES' COURTS ACT, 1944.

In the Magistrate's Court for the District of _____
 held at _____ Case No. _____ of 19_____

I, _____, of _____
 declare on oath:—

- (1) I am the applicant in this matter.
- (2) A judgment has been obtained against me for the payment of
 money and I am unable to pay the amount forthwith; or I am a
 debtor and I am unable to liquidate my liabilities.
- (3) I have not sufficient assets capable of attachment to satisfy
 such judgment/liabilities.
- (4) I submit a full statement of my debts with the names and
 addresses of my creditors, a statement of my assets and details of my
 income, the names of those dependent upon me and my weekly,
 monthly commitments.

Signature.

The deponent has acknowledged that he knows and understand
 the contents of this affidavit.

Signed and sworn to before me at _____, 19____
 on this _____ day of _____

Commissioner of Oaths.

Area.

Office held if appointment is
 held *ex officio*.

Uitgereik deur

Saak No. _____ van 19_____
50c-inkomsteseël.
Datum _____

Klerk van die Hof.

No. 52.—DAGVAARDING VIR DIE INVORDERING VAN
KLEIN SKULD.

Uitgeneem deur _____

Naam en adres van eiser _____

Posadres _____

Handtekening van Eiser.

In die Landdroshof vir die distrik _____

gehou te _____

In die saak tussen _____

Eiser

en

Verweerder.

Aan _____

U word hierby gedagvaar om binne _____ dae nadat hierdie dagvaarding aan u beteken is, aan die Klerk van voormelde Hof en ook aan die eiser of die persoon wat namens hom optree by die adres hierin uiteengesit kennis te gee of te laat gee van voorneme om die saak te verdedig ten einde te antwoord op die vordering van die eiser, waarvan besonderhede hierop aangeteken is;

En neem kennis dat as u versuim om dit te doen, u geag sal word genoemde vordering te erken, en die eiser kan met die saak voortgaan en vonnis kan in u afwesigheid teen u gegee word; maar as u genoemde vordering niet koste aan die klerk van voormelde hof binne genoemde tyd betaal, sal vonnis nie teen u in hierdie saak gegee word nie; en dat as u aldus betaal of 'n toestemming tot vonnis binne genoemde tyd by die klerk van voormelde hof indien, u vonniskoste sal bespaar.

Indien u kennis gee van voorneme om te verdedig, sal 'n dag vir die verhoor van die vordering deur die klerk van voormelde hof bepaal word. Geen verdere pleitstukke sal van u verlang word nie, maar u kan te eniger tyd voor die verhoor by die klerk van voormelde hof 'n geskrewe verklaring indien waarin die aard van u verweer en besonderhede van die grond waarop dit berus, uiteengesit word en 'n afskrif van sodanige verklaring moet deur u aan die eiser verstrek word.

[As die vordering vir huurgeld is, kan 'n kennisgewing kragtens artikel 31 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), soos volg bygevoeg word:—

NEEM VERDER KENNIS DAT U, DIE VERWEERDER, EN ALLE ANDER PERSONE HIERBY BY INTERDIK VERBOD WORD OM, ALVORENS 'N BEVEL TEN OPSIGTE DAARVAN DEUR DIE HOF GEGEE IS, ENIGE VAN DIE MEUBELS OF BESITTINGS IN OF OP DIE PERSEEL WAT IN DIE BESONDERHEDE VAN DIE VORDERING WAT HIEROP AANGE-TEKEN IS, BESKRYF IS, WAT ONDERWORPE IS AAN DIE EISER SE HIPOTHEEK VIR HUURGELD, TE VERWYDER OF TE LAAT VERWYDER OF TOE TE LAAT DAT DIT VERWYDER WORD.]

Koste, as die aksie nie verdedig word nie, is soos volg:—

	Dag- vaarding.	Vonnis.
	R c	R c
Hofgelde.....	_____	_____
Uitreiking van dagvaarding of ander prosesstukke.....	_____	_____
Geregsbodegelde.....	_____	_____
TOTALE.....R	_____R	_____
TOTAAL.....R	_____R	_____

KENNISGEWING.—ENIGEEN TEEN WIE 'N HOF IN 'N SIVIELE SAAK 'N VONNIS OF BEVEL GEGEE HET EN WAT NIE TEN VOLLE AAN DAARDIE VONNIS OF BEVEL EN ALLE KOSTE WAARVOOR HY IN VERBAND DAARMEE AANSPEEKLIK IS, VOLDOEN HET NIE, BEGAAN 'N MIS-DRYF EN IS BY SKULDIGBEVINDING STRAFBAAR MET 'N BOETE VAN HOOGSTENS R50 INDIEN HY VAN WOON-OF WERKPLEK VERANDER HET EN VERSUIM OM BINNE VEERTIEN DAE NA DIE DATUM VAN ELKE SODANIGE VERANDERING AAN DIE KLERK VAN DIE HOF WAT SODANIGE VONNIS OF BEVEL GEGEE HET EN AAN DIE EISER OF DIE EISER SE PROKUREUR BY SKRIFTELIKE KENNISGEWING DIE NUWE WOON-OF WERKPLEK VOLLE-DIG EN JUIS MEE TE DEEL.

Issued by

Case No. _____ of 19_____
50c Revenue Stamp.

Date _____

Clerk of the Court.

No. 52.—SUMMONS FOR RECOVERY OF SMALL DEBT.

Sued out by _____

Name and address of plaintiff _____

Postal address _____

Plaintiff's Signature.

In the Magistrate's Court for the District of _____
held at _____

In the matter between _____

Plaintiff

and

Defendant.

To _____

You are hereby summoned that you do within _____ days after the service of this summons upon you enter or cause to be entered with the clerk of the aforesaid court and also the plaintiff or the person acting on his behalf at the address specified herein an appearance to answer the claim of the plaintiff, particulars whereof are endorsed hereon;

And take notice that in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence; but that on payment of the said claim and costs to the clerk of the aforesaid court within the said time, judgment will not be given against you herein; and that if you so pay or lodge with the clerk of the aforesaid court a consent to judgment within the said time, you will save judgment charges.

If you enter an appearance to defend, a day for the hearing of the claim will be appointed by the clerk of the aforesaid court. No further pleadings will be required of you, but you may at any time before the hearing lodge with the clerk of the aforesaid court a written statement setting forth the nature of your defence and particulars of the grounds on which it is based and a copy of such statement shall be furnished to the plaintiff by you.

[Where the claim is for rent a notice in terms of section 31 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), may be added as follows:—

FURTHER TAKE NOTICE THAT YOU, THE DEFENDANT, AND ALL OTHER PERSONS ARE HEREBY INTERDICTED FROM REMOVING OR CAUSING OR SUFFERING TO BE REMOVED ANY OF THE FURNITURE OR EFFECTS IN OR ON THE PROPERTY DESCRIBED IN THE PARTICULARS OF CLAIM ENDORSED HEREON, WHICH ARE SUBJECT TO THE PLAINTIFF'S HYPOTHEC FOR RENT UNTIL AN ORDER RELATIVE THERETO SHALL HAVE BEEN MADE BY THE COURT.]

Costs, if the action is undefended, as follows:—

	Summons.	Judgment.
	R c	R c
Court fees.....	_____	_____
Issue of summons or other process.....	_____	_____
Messenger's fees.....	_____	_____
TOTALS.....R	_____R	_____
TOTAL.....R	_____R	_____

NOTICE.—ANY PERSON AGAINST WHOM A COURT HAS, IN A CIVIL CASE, GIVEN ANY JUDGMENT OR MADE ANY ORDER AND WHO HAS NOT SATISFIED IN FULL SUCH JUDGMENT OR ORDER AND ALL COSTS FOR WHICH HE IS LIABLE IN CONNECTION THEREWITH, SHALL BE GUILTY OF AN OFFENCE AND LIABLE ON CONVICTION TO A FINE NOT EXCEEDING R50 IF HE HAS CHANGED HIS PLACE OF RESIDENCE OR EMPLOYMENT AND FAILS TO GIVE WITHIN FOURTEEN DAYS FROM THE DATE OF EVERY SUCH CHANGE TO THE CLERK OF THE COURT WHICH GAVE SUCH JUDGMENT OR MADE SUCH ORDER AND TO THE PLAINTIFF OR THE PLAINTIFF'S ATTORNEY A NOTICE IN WRITING SETTING FORTH FULLY AND CORRECTLY THE NEW PLACE OF RESIDENCE OR EMPLOYMENT.

(1) Die eiser se vordering is:—

Besonderhede van vordering _____

(2) Toestemming tot vonnis:—

Ek erken dat ek teenoor die eiser aanspreeklik is soos in die dagvaarding gevorder word (of vir die bedrag van R _____) met koste tot op datum en ek stem dienooreenkomstig tot vonnis toe.

Gedateer te _____ op hede
die _____ dag van _____ 19 _____

Verweerder.

LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat beteken is, gegee word nie, moet dit onderteken word deur twee getuies wie se adresse aangegee moet word.

(3) Vorm van kennisgewing van voorneme om te verdedig.

Aan die Klerk van die Hof.

Geliewe kennis te neem dat die verweerder hierby kennis gee van voorneme om hierdie aksie te verdedig.

Gedateer te _____ op hede
die _____ dag van _____ 19 _____

Verweerder.

Adres _____

Posadres _____

No. 53.—KENNISGEWING VAN AFSTANDDOENING VAN
'N BEPAALDE VORDERING, EKSEPSIE OF VERWEER.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Eiser

en _____

Verweerder.

Neem kennis dat die eiser/verweerder hierby afstand doen van ondergenoemde vordering/eksepsie/verweer (na gelang van die geval) wat deur hom in sy dagvaarding/verweer/replik (na gelang van die geval) opgewerp is.

Besonderhede: _____

Gedateer te _____ op hede
die _____ dag van _____ 19 _____

Eiser/Eiser se Prokureur of
Verweerder/Verweerder se
Prokureur.

Aan: _____

No. 54.—OOREENKOMS OM NIE TE APPELLEER NIE.

In die Landdroshof vir die distrik _____
gehou te _____

Saak No. _____ van 19 _____

In die saak tussen _____

Eiser

en _____

Verweerder.

Ons, _____
van _____ en _____
van _____

onderskeidelik bogenoemde eiser en verweerder, kom, kragtens artikel 82 van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), hierby ooreen dat die beslissing van die Hof in bogenoemde aksie 'n eindbeslissing sal wees.

Geteken en gedateer te _____ op hede
die _____ dag van _____ 19 _____

Eiser.

Getuies:

1. _____
Handtekening en adres.

2. _____
Handtekening en adres.

Verweerder.

No. 55.—VERSOEK OM INSAE IN NOTULE.

In die Landdroshof vir die distrik _____
gehou te _____

Ek, _____
van _____, doen hierby aansoek om
insae in die notule van saak No. _____ van 19 _____

(1) The Plaintiff's claim is:—

Particulars of claim _____

(2) Consent to judgment:—

I admit that I am liable to the plaintiff as claimed in this summons (or, in the amount of R _____) and costs to date and I consent to judgment accordingly.

Dated at _____ this _____
day of _____, 19 _____

Defendant.

NOTE.—If the consent is not given on the original summons served, it must be witnessed by two witnesses whose addresses must be given.

(3) Form of Appearance to Defend:—

To the Clerk of the Court.

Kindly take notice that the defendant hereby enters an appearance to defend this action.

Dated at _____ this _____
day of _____, 19 _____

Defendant.

Address _____

Postal Address _____

No. 53.—NOTICE OF ABANDONMENT OF SPECIFIED
CLAIM, EXCEPTION OR DEFENCE.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____

Plaintiff

and _____

Defendant.

Take notice that the plaintiff/defendant hereby abandons the under-mentioned claim/exception/defence (as the case may be) set up by him in his summons/plea/reply (as the case may be).

Particulars: _____

Dated at _____ this _____
day of _____, 19 _____

Plaintiff/Plaintiff's Attorney or
Defendant/Defendant's Attorney.

To: _____

No. 54.—AGREEMENT NOT TO APPEAL.

In the Magistrate's Court for the District of _____
held at _____

Case No. _____ of 19 _____

In the matter between _____

Plaintiff

and _____

Defendant.

We, _____
of _____, and _____

of _____, the abovenamed plaintiff and defendant, respectively, do hereby agree, in terms of section 82 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), that the decision of the Court in the above-mentioned action shall be final.

Signed and dated at _____
this _____ day of _____, 19 _____

Witnesses:

Plaintiff.

1. _____
Signature and address.

Defendant.

2. _____
Signature and address.

No. 55.—REQUEST TO INSPECT RECORD.

In the Magistrate's Court for the District of _____
held at _____

I, _____
of _____, hereby apply to inspect the
record of case No. _____ of 19 _____

(Indien die nommer van die saak onbekend is, dan soos volg:—)

Ek, _____,
van _____, doen hierby aansoek om insae
in die notule van die saak tussen _____ (eiser)
en _____ (verweerder).
Nasporing moet begin by die maand _____ 19____

Handtekening.

(Indien die applikant 'n party in die saak is of die prokureur van sodanige party is, moet sy hoedanigheid na sy handtekening vermeld word.)

No. 56.—REGISTER VAN STRAFSAKE.

Datum van verhoor en saakno.	Naam en beskrywing van beskuldigde.	Misdryf waarvan aangekla.	Uitspraak en vonnis.	Op- merkings.

BYLAE 2.

SKAAL VAN KOSTE EN GELDE.

Tabel A.—Koste.

- Deel I.—Algemene bepalinge.
Deel II.—Onbestrede aksies.
Deel III.—Bestrede aksies.
Deel IV.—Ander aangeleenthede as dié waarvoor in Tabel B voorsiening gemaak word.

Tabel B.—Koste (vervolg).

- Deel I.—Algemene bepalinge (verrigtinge ingevolge artikel 65 van die Wet).
Tarief.
Deel II.—Algemene bepalinge (verrigtinge ingevolge artikel 72 van die Wet).
Tarief.
Deel III.—Algemene bepalinge (verrigtinge ingevolge artikel 74 van die Wet).
Tarief.

Tabel C.—Algemene bepalinge en tarief van gelde (Geregsbodes).

- Deel I.—Geregsbodes wat amptenare van die Staatsdiens is.
Deel II.—Geregsbodes wat nie amptenare van die Staatsdiens is nie.

Tabel D.—Assessorgelde.

Tabel E.—Hofgelde.

TABEL A.

KOSTE.

DEEL I.

ALGEMENE BEPALINGS.

1. (a) Behoudens die bepalinge van subparagrafe (b), (c) en (d), word koste in bestrede aksies volgens skaal A getakseer.

(b) Wanneer die bedrag in geskil meer as R100 maar nie meer as R400 is nie, word die koste, behoudens die bepalinge van subparagraaf (c), volgens skaal B getakseer.

(c) Wanneer die hof 'n bevel ingevolge reël 33 (8) gegee het waarby koste volgens 'n hoër skaal toegeken word, word die koste getakseer volgens 'n skaal in sodanige bevel vermeld.

(d) Wanneer die bedrag in geskil meer as R400 is, word die koste volgens skaal C getakseer.

(e) Wanneer die bedrag in geskil nie uit die stukke blyk nie, word koste teen die laer tarief bereken; maar die hof kan op aansoek van enige van die partye die bedrag in geskil vasstel.

2. (a) Vir doeleindes van kosteberekening beteken die uitdrukking „bedrag in geskil”, wanneer koste aan die eiser toegeken word, die bedrag of waarde van die vonnis en „bedrag of waarde van die vonnis” beteken, waar meer as een eis by die aksie betrokke is, die totaal van die bedrae wat by die vonnis betrokke is. Wanneer koste aan die verweerder toegeken word, beteken die uitdrukking „bedrag in geskil” die bedrag of waarde van die eis en „bedrag of waarde van die eis” beteken waar meer as een eis by die aksie betrokke is, die totaal van die bedrae van al die eise. Die bedrag of waarde van die vonnis of eis sluit rente in maar sluit koste uit. In die geval waar 'n saak te eniger tyd geskik word, word die koste getakseer volgens die skaal in die skikkingsooreenkoms bepaal.

(If number of record is not known, then as follows:—)

I, _____,
of _____, hereby apply to inspect the record
of the case between _____ (plaintiff) and
_____ (defendant).
Search to begin with the month of _____ 19____

Signature.

(If the applicant is a party to the case or the attorney of such party, his capacity should be stated after his signature.)

No. 56.—CRIMINAL RECORD BOOK.

Date of Hearing and Case No.	Name and Description of Accused.	Crime or Offence Charged.	Verdict and Sentence.	Remarks.

ANNEXURE 2.

SCALES OF COSTS AND FEES.

Table A.—Costs.

- Part I.—General provisions.
Part II.—Undefended actions.
Part III.—Defended actions.
Part IV.—Matters other than those provided for in Table B.

Table B.—Costs (continued).

- Part I.—General provisions (proceedings in terms of section 65 of the Act).
Tariff.
Part II.—General provisions (proceedings in terms of section 72 of the Act).
Tariff.
Part III.—General provisions (proceedings in terms of section 74 of the Act).
Tariff.

Table C.—General provisions and tariff of fees (Messengers of the Court).

- Part I.—Messengers who are officers of the Public Service.
Part II.—Messengers who are not officers of the Public Service.

Table D.—Fees to assessors.

Table E.—Court fees.

TABLE A.

COSTS.

PART I.

GENERAL PROVISIONS.

1. (a) Save as provided in subparagraphs (b), (c) and (d), costs in defended actions shall be taxed on Scale A.

(b) When the amount in dispute exceeds R100 but does not exceed R400, costs shall, save as provided in sub-paragraph (c), be taxed on Scale B.

(c) When the court has made an order in terms of rule 33 (8) whereby costs are awarded on a higher scale, costs shall be taxed on a scale mentioned in such order.

(d) When the amount in dispute exceeds R400, costs shall be taxed on Scale C.

(e) Where the amount in dispute is not apparent on the face of the proceedings, costs shall be computed at the lower rate; but the court may, on the application of any party, assess the amount in dispute.

2. (a) For the purpose of computing costs, the expression “amount in dispute” shall mean, where costs are awarded to the plaintiff, the amount or value of the judgment and “amount or value of the judgment” shall mean, where more than one claim is involved in the action, the total of the amounts involved in the judgment. Where costs are awarded to the defendant, the expression “amount in dispute” shall mean the amount or value of the claim, and “amount or value of the claim” shall mean, where more than one claim is involved in the action, the total of the amounts of all the claims. The amount or value of the judgment or claim shall be inclusive of interest but exclusive of costs. In the event of a matter being settled at any time the costs shall be taxed on the scale laid down in the agreement of the settlement.

(b) In die geval waar daar geen ooreenkoms is betreffende die toepaslike skaal van gelde nie, het enigeen van die partye die reg om binne veertien dae na die datum van die skikking by 'n Landdros aansoek te doen, wat die skaal van gelde wat by die taksasie toegepas moet word, vasstel.

3. Koste wat takseerbaar is kragtens reël 33 (20) word geag toegeken te gewees het ingevolge 'n vonnis vir die geregtelik inbetaalde bedrag of 'n vonnis ooreenkomstig die skikking, na gelang van die geval.

4. Eise vir uitsetting word bereken teen twee maande huur van die perseel.

5. Die tarief waarvolgens koste bereken word, word nie verhoog as gevolg van enige eis vir bekragtiging van 'n interdik of ander tussenbevel nie.

6. Gelde aan advokate word by taksasie toegelaat alleen in gevalle wat onder die bepalings van paragraaf 1 (b), (c) of (d) val en word nie aldus toegelaat nie tensy die betaling daarvan deur die handtekening van die advokaat bevestig word.

7. Waar die bedrag vir 'n item toegelaat, gespesifiseer is, sluit die bedrag alle nodige afskrifte, opwagtings en betekenings (nie synde betekenings deur die geregsbode nie) in verband daarmee, in.

8. Waar die bedrag vir 'n item toegelaat, oopgelaat is—

(a) word vir die opstel van dokumente 50c vir elke folio toegelaat;

(b) word afskrifte vir opberging en betekening ook toegelaat;

(c) word vir betekening 50c vir elke nodige betekening toegelaat.

9. (a) Wanneer 'n dokumente vir die hof onnodig wydlopieg blyk te wees, kan die hof die hele bedrag van, of 'n gedeelte van, die gelde daarvoor afwys.

(b) Wanneer gedrukte vorms van dokumente waarvan afskrifte gemaak moet word, beskikbaar is, word die gelde vir die maak van afskrifte beperk tot die nodige aangeleenthede wat by sodanige gedrukte vorm ingevoeg word.

10. 'n Folio bestaan uit 100 geskrewe of gedrukte woorde of syfers. Vier syfers word as een woord gereken.

11. (a) Tensy anders bepaal, word 'n geld vir deurlesing teen 15c per folio toegelaat ten opsigte van 'n dokument of pleitstuk noodsaaklikerwys deurgelees, onderworpe aan 'n minimum van 60c.

(b) Tensy anders bepaal, waar gelde vir die maak van afskrifte toegelaat word, is dit 20c per folio.

12. Waar daar meer as een verweerder is, word 50c bygevoeg ten opsigte van elke addisionele verweerder vir elk van items nommers 1 en 2 van Deel II, items nommers 3 en 9 van Deel III en items nommers 3, 16, 27, 28, 30, 32 en 36 van Deel IV van hierdie Tabel.

13. (a) Waar die vonnisskuld in paalemente betaalbaar is ingevolge die vonnis, is die gelde takseerbaar sodra die vonnis gegee is, maar is dit invorderbaar alleen by betaling van elke paalement.

(b) Gelde van 10 persent vir die invordering van elke paalement word toegelaat totdat 'n totale bedrag van R20 in mindering van die kapitaal betaal is, en daarna 5 persent.

14. Die klerk van die hof wys by taksasie enige koste af wat onnodig aangegaan is.

15. Waar die gelde ingevolge 'n item op 'n uurbasis bereken word, word die totale getal ure op een dag byeengtel en die gelde op sodanige totaal bereken.

DEEL II.

ONBESTREDE AKSIES.

Item 1.—Dagvaarding (met inbegrip van aanskrywing)—as die eis of eise of die waarde van die eis of eise gesamentlik nie meer as R50 bedra nie.....	R 2.50
Item 2.—Vonnis—as die eis of eise of die waarde van die eis of eise gesamentlik nie meer as R50 bedra nie.....	1.25
OPMERKING.—Waar die eis of die waarde van die eis in geskil meer as R50 is, word die gelde onder items 1 en 2 verhoog met 50c vir elke R100 of gedeelte van R100 na die eerste R50 tot 'n maksimum van R2,000, ongeag die bedrag van die werklike eis.	
Item 3.—Kenningsgewing ingevolge reël 12 (2).....	1.00
Item 4.—Kenningsgewing ingevolge reël 54 (1).....	1.00
Item 5.—Beëdigde verklaring.....	—
Item 6.—Verskyning in hof op versoek van die landdros wanneer eis na hof verwys is vir vonnis.....soos toegelaat onder item 26 van die skaal vir bestrede aksies.	

OPMERKING.—Die bedrag van die gelde wat ingevolge items 3, 4, 5 en 6 toegelaat kan word, word sonder taksasie ingesluit by die bedrag van koste waarvoor vonnis aangeteken word.

(b) In the event of there being no agreement as to the scale of fees applicable, any party shall have the right within fourteen days of the date of the settlement to apply to a magistrate who shall determine the scale of fees to be applied at the taxation.

3. Costs taxable in terms of rule 33 (20) shall be deemed to have been awarded under a judgment for the amount paid into court or a judgment in terms of the settlement, as the case may be.

4. Claims for ejectment shall be computed at two months' rent of the premises.

5. The rate at which costs are computed shall not be increased by reason of any claim for confirmation of any interdict or other interlocutory order.

6. Fees to counsel shall be allowable on taxation only in cases falling within the provisions of paragraph 1 (b), (c) or (d) and may not be so allowed unless payment of them is vouched by the signature of counsel.

7. Where the amount allowed for an item is specified, the amount is inclusive of all necessary copies, attendances and services (other than services through the messenger) in connection therewith.

8. Where the amount allowed for an item is left blank—

(a) the drawing of documents shall be allowed at 50c for each folio;

(b) copies for filing and service shall also be allowed;

(c) service shall be allowed at 50c for each necessary service.

9. (a) Where any document appears to the court to be unnecessarily prolix, the court may disallow all or any part of the charge therefor.

(b) Where printed forms are available of documents to be copied, the charges for copying shall be limited to the necessary matters inserted in such printed documents.

10. A folio is 100 written or printed words or figures. Four figures shall be reckoned as one word.

11. (a) Unless otherwise provided, a charge for perusing shall be allowed at 15c per folio in respect of any document or pleading necessarily perused, subject to a minimum charge of 60c.

(b) Unless otherwise provided, where a charge is allowed for copying, it shall be 20c per folio.

12. Where there are more defendants than one, 50c shall be added in respect of each additional defendant for each of the items numbers 1 and 2 of Part II, items numbers 3 and 9 of Part III and items numbers 3, 16, 27, 28, 30, 32 and 36 of Part IV of this Table.

13. (a) Where the judgment debt is payable by instalments in terms of the judgment, the fees shall be taxable immediately the judgment is given, but shall be recoverable only on the payment of each instalment.

(b) A fee of 10 per cent for collection of each instalment shall be allowed until a total amount of R20 shall have been paid in reduction of the capital and thereafter 5 per cent.

14. The clerk of the court shall on taxation disallow any charge unnecessarily incurred.

15. Where the fee under any item is calculated on an hourly basis, the total number of hours on any one day shall be added together and the fee calculated on such total.

PART II.

UNDEFENDED ACTIONS.

Item 1.—Summons (inclusive of demand)—If the claim or claims or the value of the claim or claims in the aggregate do not exceed R50.....	R 2.50
Item 2.—Judgment—If the claim or claims or the value of the claim or claims in the aggregate do not exceed R50..	1.25
NOTE.—Where the claim or the value of the claim in issue exceeds R50 the fees under items 1 and 2 shall be increased by 50 cents for every R100 or part of R100 exceeding the first R50 up to a maximum of R2,000 irrespective of the amount of the actual claim.	

Item 3.—Notice in terms of rule 12 (2)..... 1.00

Item 4.—Notice in terms of rule 54 (1)..... 1.00

Item 5.—Affidavit..... —

Item 6.—Attending court at the request of the magistrate when claim referred to court for judgment... as allowed under item 26 of the scale for defended actions.

NOTE.—The amount of fees allowable under items 3, 4, 5 and 6 shall without taxation be included in the amount of the costs for which judgment is entered.

DEEL III.
BESTREDE AKSIES.

Item.	Skaal A.	Skaal B.	Skaal C.
	R	R	R
1. Instruksies om te dagvaar of te bestry of om 'n eis in rekonvensie in te stel of om 'n eis in rekonvensie te bestry.....	5.00	10.00	15.00
2. Instruksies by getuienisnemende kommissie.....	2.00	2.00	2.00
3. Dagvaarding.....	3.00	5.00	7.00
4. Verskyning.....	1.00	1.00	1.00
5. Kennisgewing kragtens reël 12 (1) (b) en (2).....	1.00	1.00	1.00
6. Verweerskrif.....	3.00	5.00	7.00
7. Instruksies na ontvangs van verweerskrif.....	3.00	5.00	7.00
8. Eis in rekonvensie.....	3.00	5.00	7.00
9. Replik, indien nodig.....	3.00	5.00	7.00
10. Versoek om nadere besonderhede..	—	—	—
11. Nadere besonderhede.....	—	—	—
12. Toestemming tot verdagding of verlenging van tyd.....	1.00	1.00	1.00
13. Verskyning om aansoek te doen om koste by staking.....	3.00	3.00	3.00
14. Lys van dokumente en beëdigde verklaring.....	—	—	—
15. Voorlegging van dokumente ter insae, per halfuur van tyd bestee..	1.00	2.00	3.00
16. Insae van dokumente, per halfuur van tyd bestee.....	1.00	2.00	3.00
OPMERKING. — Die minimum gelde ten opsigte van hierdie item is R1.50.			
17. Subpoena (nie meer as een vir elke vier gedagvaarde getuies nie)....	1.00	1.00	1.00
18. Elke afskrif vir betekening.....	0.20	0.20	0.20
19. (a) 'n Kennisgewing waarvoor geen ander voorsiening gemaak is nie. (b) 'n Opsomming of verskaffing van 'n afskrif van 'n verslag ingevolge reël 24.....	—	—	—
20. Beëdigde verklaring (uitgesonderd dié van blootlegging).....	—	—	—
21. Vraagpunte.....	—	—	—
22. Afneem van verklarings van getuies (elk).....	—	—	—
OPMERKING. — Die minimum gelde vir elke verklaring is R2.			
23. Kennisgewing van verhoor of herstel.....	1.00	1.00	1.00
24. Voorbereiding vir verhoor (as 'n advokaat nie verskyn nie).....	10.00	15.00	25.00
25. Verskyning in die hof wanneer aksie vir verhoor ter rolle geplaas is maar verdaag word.....	3.00	3.00	3.00
26. Verskyning in die hof tydens verhoor of by ondersoek op kommissie, vir elke uur of gedeelte daarvan in die hof teenwoordig terwyl die saak werklik verhoor word— (a) waar 'n advokaat nie verskyn nie..... (b) waar 'n advokaat verskyn..	4.00 —	6.00 4.00	10.00 4.00
27. Verskyning by voor-verhoor-onderhoud: Vir elke uur of gedeelte daarvan wat werklik aan sodanige onderhoud bestee is.....	4.00	4.00	4.00
28. Verskyning in hof om voorbehoue vonnis te hoor.....	3.00	3.00	3.00
OPMERKING.—Waar 'n ongekwalifiseerde persoon verskyn, word geen gelde toegelaat nie.			
29. Briefwisseling en bywonings: Vir elke brief of telegram wat noodsaaklikerwys geskryf of ontvang word, insluitende 'n afskrif om te hou, en vir elke noodsaaklike bywoning waarvoor geen ander voorsiening gemaak is nie: 60c: Met dien verstande dat gelde vir deurlesing nie bykomend by die hierin genoemde geld toegelaat word nie.			
30. Ooreenkoms om nie te appelleer nie.....	1.00	1.00	1.00

PART III.
DEFENDED ACTIONS.

Item.	Scale A.	Scale B.	Scale C.
	R	R	R
1. Instructions to sue or defend or to counterclaim or defend counterclaim.....	5.00	10.00	15.00
2. Instructions on commission <i>de bene esse</i>	2.00	2.00	2.00
3. Summons.....	3.00	5.00	7.00
4. Appearance.....	1.00	1.00	1.00
5. Notice under rule 12 (1) (b) and (2)	1.00	1.00	1.00
6. Plea.....	3.00	5.00	7.00
7. Instructions after receipt of plea..	3.00	5.00	7.00
8. Claim in reconvention.....	3.00	5.00	7.00
9. Reply, if necessary.....	3.00	5.00	7.00
10. Request for further particulars....	—	—	—
11. Further particulars.....	—	—	—
12. Consent to adjournment or extension of time.....	1.00	1.00	1.00
13. Attendance, applying for costs on discontinuance.....	3.00	3.00	3.00
14. Schedule of documents and affidavit.....	—	—	—
15. Production of documents for inspection, per half hour of the time spent.....	1.00	2.00	3.00
16. Inspecting documents, per half hour of the time spent.....	1.00	2.00	3.00
NOTE.—The minimum fee in respect of this item shall be R1. 50.			
17. Subpoena (not more than one for each four witnesses summoned)..	1.00	1.00	1.00
18. Each copy for service.....	0.20	0.20	0.20
19. (a) Any notice not otherwise provided for.....	—	—	—
(b) Any summary or copy of a report furnished in terms of rule 24.....	—	—	—
20. Affidavit (other than of discovery).	—	—	—
21. Interrogatories.....	—	—	—
22. Taking proof of witness (each)....	—	—	—
NOTE.—The minimum fee for any one statement shall be R2.			
23. Notice of trial or reinstatement....	1.00	1.00	1.00
24. Preparing for trial (if counsel not employed).....	10.00	15.00	25.00
25. Attending court when action on roll for trial but adjourned.....	3.00	3.00	3.00
26. Attending court on trial or at examination on commission, for each hour or part of an hour spent in court while case is actually being heard—			
(a) where counsel not employed..	4.00	6.00	10.00
(b) where counsel employed.....	—	4.00	4.00
27. Attending pre-trial conference: For each hour or part of an hour actually occupied in such conference.....	4.00	4.00	4.00
28. Attending court to hear reserved judgment.....	3.00	3.00	3.00
NOTE.—Where an unqualified person appears no fee shall be allowed.			
29. Correspondence and attendances: For each necessary letter or telegram written or received, including copy to keep, and each necessary attendance not otherwise provided for: 60c: Provided that a charge for perusing shall not be allowed in addition to the fee herein provided for.			
30. Agreement not to appeal.....	1.00	1.00	1.00

DEEL IV.

ANDER AANGELEENTHEDE.

(Eksepsies en aansoeke om deурhaling.)

1. Instruksies.....	R 2.00
2. Besonderhede van eksepsie of aansoek om deur te haal.....	—
3. Kennisgewing dat saak ter rolle geplaas is.....	—
4. Verskyning in die hof by verhoor:—	
(a) Indien onbestrede.....	3.00
(b) Indien bestrede (waar 'n advokaat verskyn) vir elke uur werklik in die hof teenwoordig.....	4.00
(c) Indien bestrede (waar 'n advokaat nie verskyn nie) vir elke uur of gedeelte daarvan werklik in die hof teenwoordig.....	6.00

OPMERKING.—Die hof kan op aansoek tydens die verhoor, benewens die gelde in subparagraaf (c) voorgeskryf, gelde ingevolge item 24 van die skaal vir bestrede aksies vir die voorbereiding van beredenering toelaat.

AANSOEKE OM SUMMIERE VONNIS.

5. Aansoek en beëdigde verklaring (of afskrif van likwiede dokument).....	—
6. Verskyning in die hof by verhoor:—	
(a) Indien onbestrede.....	3.00
(b) Indien bestrede: Soos onder item 26 van die skaal vir bestrede aksies.	

TUSSENAANSOEKE.

7. Instruksies.....	2.00
8. Aansoek.....	—
9. Beëdigde verklaring.....	—
10. Verskyning in die hof by verhoor:—	
(a) Onbestrede.....	3.00
(b) Indien bestrede (waar 'n advokaat nie verskyn nie) vir elke uur werklik in die hof teenwoordig.....	8.00
(c) Indien bestrede (waar 'n advokaat verskyn en die noodsaaklikheid van sy indiensneming tydens die verhoor deur die hof op aansoek gesertifiseer is), per uur.....	4.00

OPMERKING.—Die hof kan op aansoek tydens die verhoor, benewens die gelde in subparagraaf (b) voorgeskryf, gelde ingevolge item 24 van die skaal vir bestrede aksies vir die voorbereiding van beredenering toelaat.

ARRES, INTERDIK EN EX PARTE-BEVELE.

11. Instruksies.....	2.00
12. Beëdigde verklaring.....	—
13. Verskyning deur gekwalifiseerde persoon by doen van <i>ex parte</i> -aansoek.....	3.00
14. <i>Ex parte</i> -bevel.....	—
15. Instruksies om gronde aan te voer teen.....	2.00
16. Kennisgewing van aansoek om gronde aan te voer en betekening (indien nodig).....	2.00
17. Verskyning in die hof by verhoor:—	
(a) Indien bestrede, vir elke uur werklik in die hof teenwoordig.....	8.00
(b) Indien onbestrede.....	3.00

OPMERKING.—Die hof kan op aansoek tydens die verhoor, benewens die gelde in subparagraaf (a) voorgeskryf, gelde ingevolge item 24 van die skaal vir bestrede aksies vir die voorbereiding van beredenering toelaat.

TUSSENPLEITDAGVAARDING.

18. Instruksies:—	
(a) Waar tussenpleitverrigtinge deur geregsbode begin is.....	5.00
(b) Andersins.....	10.00
19. Dagvaarding (as dit nie deur die geregsbode uitgeneem word nie).....	5.00
20. Beëdigde verklaring.....	—
21. Verskyning in hof op keurdag van dagvaarding (indien die saak nie verhoor word nie).....	3.00
22. Verskyning in hof by verhoor van tussenpleitgeskil, vir elke uur werklik in die hof teenwoordig.....	8.00

PART IV.

OTHER MATTERS.

(Exceptions and applications to strike out.)

1. Instructions.....	R 2.00
2. Particulars of exception or application to strike out.....	—
3. Notice of set-down.....	—
4. Attending court on hearing:—	
(a) If unopposed.....	3.00
(b) If opposed (where counsel employed), per hour actually spent in court.....	4.00
(c) If opposed (counsel not employed), per hour or part thereof actually spent in court.....	6.00

NOTE.—The court may on application made at the hearing allow, in addition to the fee prescribed under subparagraph (c), a fee for preparing argument under item 24 of the scale for defended actions.

APPLICATIONS FOR SUMMARY JUDGMENT.

5. Application and affidavit (or copy of liquid document).....	—
6. Attending court on hearing:—	
(a) If unopposed.....	3.00
(b) If opposed: As under item 26 of the scale for defended actions.	

INTERLOCUTORY APPLICATIONS.

7. Instructions.....	2.00
8. Application.....	—
9. Affidavit.....	—
10. Attending court on hearing:—	
(a) Unopposed.....	3.00
(b) If opposed (counsel not employed), per hour actually spent in court.....	8.00
(c) If opposed (counsel employed and his employment certified by the court, on application made at the hearing, to be necessary), per hour....	4.00

NOTE.—The court may on application made at the hearing allow, in addition to the fee prescribed under subparagraph (b), a fee for preparing argument under item 24 of the defended actions scale.

ARREST, INTERDIKT AND EX PARTE ORDERS.

11. Instructions.....	2.00
12. Affidavit.....	—
13. Attendance by qualified person applying <i>ex parte</i>	3.00
14. <i>Ex parte</i> order.....	—
15. Instructions to show cause against.....	2.00
16. Notice of application to show cause and service (if necessary).....	2.00
17. Attending court on hearing:—	
(a) If opposed, per hour actually spent in court..	8.00
(b) If unopposed.....	3.00

NOTE.—The court may on application made at the hearing allow, in addition to the fee prescribed under subparagraph (a), a fee for preparing argument under item 24 of the defended actions scale.

INTERPLEADER SUMMONS.

18. Instructions:—	
(a) Where interpleader proceedings initiated by messenger.....	5.00
(b) Otherwise.....	10.00
19. Summons (if not sued out by the messenger).....	5.00
20. Affidavit.....	—
21. Attending court on return of summons (if the matter is not being heard).....	3.00
22. Attending court on trial of interpleader issue, per hour actually spent in court.....	8.00

AANSOEK KRAGTENS REËL 27 (9) OF AANSOEK OM HERSIENING VAN VONNIS OF BEVEL. R

23. Instruksies en insae van stukke.....	3.00
24. Aansoek en betekening.....	—
25. Instruksies om te bestry.....	3.00
26. Verskyning in hof by verhoor:—	
(a) Indien onbestrede.....	3.00
(b) Indien bestrede, vir elke uur werklik in hof teenwoordig.....	8.00

TAKSASIE VAN KOSTE.

27. Kosterekening: 5 persent van die gelde toegelaat.	
28. Verskyning by taksasie: 5 persent van die totaal van die rekening toegelaat.	
29. Kennisgewing van aansoek om hersiening van taksasie en betekening.....	—
30. Beëdigde verklaring, waar nodig.....	—
31. Verskyning by hersiening van taksasie vir elke uur of gedeelte daarvan in hof terwyl hersiening werklik verhoor word.....	4.00

TENUITVOERLEGGING.

32. (a) Uitreiking van lasbrief vir eksekusie, uitsetting, arres, inbesitstelling, ens.....	2.00
(b) Vir elke heruitreiking daarvan.....	1.00
33. Insluitende gelde vir werk verrig in verband met vrystelling van onroerende goed waarop beslag gelê is...	2.00
34. Insluitende gelde vir werk verrig in verband met die eksekusie-verkoop van slegs onroerende goed (uitgesonderd werk ten opsigte waarvan gelde reeds elders voorgeskryf is en die opstel van verkoopvoorwaardes)	10.00
35. (a) Opstel van kennisgewing van verkoping ingevolge reël 41 (8) of reël 43 (6), of voorwaardes van verkoop ingevolge reël 43 (7), per folio.....	—
(b) Vir alle ander werk gedoen en stukke en dokumente aan die geregsbode in verband met 'n geregtelike verkoping van roerende goed verskaf—'n insluitende geld van.....	5.00
36. Sekerheidstelling vir restitusie, waar nodig.....	2.00

WANNEER 'N ADVOKAAT VERSKYN.

37. Instruksies by eksepsie of aansoek waar toegelaat....	4.00
38. Instruksies by verhoor.....	5.00
39. Opstel van opdrag by eksepsie of aansoek waar toegelaat.....	—
40. Opstel van opdrag by verhoor.....	—

ADVOKAATSGELDE.

41. Met opdrag om eksepsie of aansoek te beredeneer....	15.00
OPMERKING.—(1) Die hof kan op versoek by die verhoor gelde van hoogstens R30 toelaat indien die hof die hoër gelde as geregverdig beskou. (2) Gelde aan 'n advokaat by 'n aansoek word toegelaat alleen waar die hof sertifiseer dat die opdrag aan 'n advokaat geregverdig was.	
42. Met opdrag vir verhoor, hoogstens.....	25.00
43. In 'n hof gehou meer as 20 myl van die naaste dorp waar 'n provinsiale of plaaslike afdeling van die Hooggeregshof (uitgesonderd 'n Rondgaande Hof) sitting hou, kan 'n reistoelae by spesiale bevel van die hof toegelaat word (benewens die gelde by opdrag):—	
(a) Waar die afstand van sodanige naaste dorp af 50 myl of minder is.....	10.00
(b) Waar die hof meer as 50 myl van sodanige naaste dorp af is: 15c per myl vir elke myl vir die heen-en-weer-reis tussen sodanige naaste dorp en die setel van die hof.	

OPMERKING.—Waar 'n verhoor van dag tot dag ononderbroke voortgaan, of waar gedeeltes van die verhoor aldus voortgaan, word voormelde toelae slegs een keer vir sodanige verhoor of vir sodanige gedeelte van die verhoor, na gelang van die geval, toegelaat.

44. By konsultasie by verhoor, as die konsultasie nodig was.....	5.00
45. Vir elke dag meer as een waarop getuïenis afgeneem word of beredenering gehoor word, 'n aanvuller van hoogstens.....	15.00
46. Wanneer die verhoor verdaag word by betaling van die dag se koste, as deel van sodanige koste (slegs deur die party wat sodanige verdaging aanvra).....	5.00
47. Opstel van pleitskrifte.....	7.00

OPMERKING.—Waar koste volgens Skaal C getakseer word, word items 42, 44 en 45 tot onderskeidelik R50, R10 en R35 verhoog.

APPLICATION UNDER RULE 27 (9) OR APPLICATION TO REVIEW JUDGMENT OR ORDER. R

23. Instructions and searching record.....	3.00
24. Application and service.....	—
25. Instructions to oppose.....	3.00
26. Attending court on hearing:—	
(a) If unopposed.....	3.00
(b) If opposed, per hour actually spent in court....	8.00

TAXATION OF COSTS.

27. Bill of costs: 5 per cent of the fees allowed.	
28. Attending taxation: 5 per cent of the total of the bill allowed.	
29. Notice of application for review of taxation and service.....	—
30. Affidavit, where necessary.....	—
31. Attending on review of taxation, per hour or part of an hour in court while review is actually being heard..	4.00

EXECUTION.

32. (a) Issue of warrant of execution, ejectment, arrest, delivery up of possession, etc.....	2.00
(b) For each re-issue thereof.....	1.00
33. Inclusive fee for work involved in releasing of attachment of immovably property.....	2.00
34. Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work for which fees are already provided for elsewhere and the drawing of the conditions of sale).....	10.00
35. (a) Drawing of notice of sale in terms of rule 41 (8) or rule 43 (6), or conditions of sale in terms of rule 43 (7), per folio.....	—
(b) For all other work done and papers and documents supplied to the messenger in connection with a sale in execution of movable property—an inclusive fee	5.00
36. Security for restitution, where necessary.....	2.00

WHERE COUNSEL IS EMPLOYED.

37. Instructions on exception or application where allowed	4.00
38. Instructions on trial.....	5.00
39. Drawing brief on exception or application where allowed.....	—
40. Drawing brief on trial.....	—

FEES TO COUNSEL.

41. With brief to argue exception or application.....	15.00
NOTE.—(1) The court may on request made at the hearing allow a fee not exceeding R30 if it considers the higher fee warranted. (2) A fee to counsel on application shall be allowed only where the court certifies that the briefing of counsel was warranted.	
42. With trial brief, not to exceed.....	25.00
43. In any court held more than 20 miles from the nearest town where a provincial or local division (other than a Circuit Court) of the Supreme Court sits, there may be allowed by special order of the court a travelling allowance (in addition to the fee on brief):—	
(a) Where the distance from such nearest town is 50 miles or less.....	10.00
(b) Where the court is more than 50 miles from such nearest town: 15c per mile for each mile travelled between such nearest town and the seat of the court and return.	

NOTE.—Where a trial continues uninterrupted from day to day, or where portions of the trial so continue, the afore-mentioned allowances shall be allowed only once for such trial or for such portion of the trial, as the case may be.

44. On consultation on trial if the consultation was necessary.....	5.00
45. For every day exceeding one, on which evidence is taken or arguments heard, a refresher not exceeding..	15.00
46. Where trial is adjourned upon payment of the costs of the day, as part of such costs (only by the party requesting such adjournment).....	5.00
47. Drawing pleadings.....	7.00

NOTE.—Where costs are taxed on scale C, items 42, 44 and 45 shall be raised to R50, R10 and R35, respectively.

DIVERSE.	R
48. Verkryging van gewaarmerkte afskrif van vonnis..	2.00
49. Verkryging van uitbetaling ingevolge reël 18 (4)....	1.00
50. Versoek om sekerheid ingevolge reël 62 (1).....	—

TABEL B.
KOSTE.
DEEL I.

ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE
INGEVOLGE ARTIKEL 65 VAN DIE WET.

- Behoudens die bepalinge van paragraaf 3 word geen gelde uitgesonderd dié uiteengesit in die tarief van hierdie Deel toegelaat nie.
- Items (a), (b) en (c) van die tarief van hierdie Deel (watter ook al toepaslik is) is van toepassing op die ondersoek na 'n skuldenaar se finansiële toestand in artikel 65 (1) genoem en is allesomvattende gelde wat slegs een keer gehef kan word vir die uitreiking en alle heruitreikinge van die kennisgewing, alle verdagings van die ondersoek, afgesien van die getal dae waarop die ondersoek in die hof verhoor word: Met dien verstande dat waar die skuldenaar die regsgebied van die hof verlaat nadat voormelde kennisgewing uitgereik is en die kennisgewing weer in 'n ander distrik uitgereik word, bogemelde gelde ook in sodanige ander distrik gehef kan word, indien die hof aldus gelas.
- Die volgende word toegelaat benewens die gelde wat in die tarief voorgeskryf word:—

(a) Alle noodsaaklike uitgawes wat in verband met die verrigtinge aangegaan is;

(b) gelde van 10 persent vir invordering van elke paaient tot dat 'n totale bedrag van R20 in mindering van die kapitaal aftetaal is en daarna 5 persent. Waar die bedrag in paaient betaalbaar is, kan die invorderingsgelde onmiddellik na die uitreiking van die toepaslike bevel getakseer word, maar dit is slegs by betaling van elke paaient verhaalbaar. Hierdie gelde is ter vervanging van en nie addisioneel nie tot die invorderingsgelde wat in paragraaf 13 van die algemene bepalinge van Tabel A voorgeskryf is;

(c) alle noodsaaklike uitgawes wat in verband met vroeëre mislukte verrigtinge ingevolge artikel 72 aangegaan is, indien die hof aldus gelas het;

(d) 'n bedrag wat noodsaaklikewys aangegaan en werklik uitbetaal is ten einde die vonnisskuldenaar op te spoor waar die kapitaalbedrag van die skuld ten tyde van die indiensneming van die opsporingsagent nie minder as R100 was nie. Die totale bedrag wat in enige enkele geval toelaatbaar is, gaan nie R4 te bowe nie.

4. Vir doeleindes van die tarief van hierdie Deel is die bedrag van die eis, behoudens die bepalinge van paragraaf 3 (d), alleenlik die som van die kapitaalbedrag uitstaande op die datum waarop verrigtinge ingevolge artikel 65 (1) van die Wet die eerste keer ingestel word.

TARIEF.

	R
(a) Waar die eis minder as R20 is.....	5.00
(b) Waar die eis R20 of meer maar minder as R100 is....	7.50
(c) Waar die eis R100 of meer is.....	10.00
(d) Aansoek om vervangende betekening (verskyning in hof ingesluit).....	1.50
(e) Lasbrief vir arres (Vorm 44).....	1.50
(f) Skuldbeslagorder (Vorm 41).....	1.50
(g) Kennisgewing om redes aan te voer (verskyning in hof ingesluit).....	4.00
(h) Lasbrief vir arres en gevangesetting (Vorms 46, 47 en 48).....	1.50
(i) Aansoek om koste op kennisgewing (verskyning in hof ingesluit).....	3.00
(j) Verkryging van 'n gewaarmerkte afskrif van 'n vonnis..	2.00
(k) Beëdigde verklaring van skuldenaar [Reël 45 (6)]....	3.00

DEEL II.

ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE
INGEVOLGE ARTIKEL 72 VAN DIE WET.

1. Behoudens die bepalinge van paragrafe 2 en 3 word geen gelde uitgesonderd dié uiteengesit in die tarief van hierdie Deel toegelaat nie.

2. Paragraaf 3 (a), (b) en (d) van die algemene bepalinge onder Deel I van hierdie Tabel is *mutatis mutandis* op hierdie Deel van toepassing.

3. Alle noodsaaklike uitgawes wat in verband met vroeëre mislukte verrigtinge ingevolge artikel 65 aangegaan is, word toegelaat indien die Hof aldus gelas het.

4. Vir doeleindes van hierdie tarief is die bedrag van die eis, behoudens die bepalinge van paragraaf 3 (d) van die algemene bepalinge onder Deel I van hierdie Tabel, alleenlik die som van die kapitaalbedrag uitstaande op die datum waarop verrigtinge ingevolge artikel 72 van die Wet die eerste keer ingestel word.

MISCELLANEOUS.

	R
48. Obtaining certified copy of judgment.....	2.00
49. Obtaining payment out in terms of rule 18 (4).....	1.00
50. Request for security in terms of rule 62 (1).....	—

TABEL B.
COSTS.
PART I.

GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN
TERMS OF SECTION 65 OF THE ACT.

1. Save as provided in paragraph 3 no fees other than those laid down in the tariff to this Part shall be allowed.

2. Items (a), (b) and (c) of the tariff to this Part (whichever is applicable) shall apply to the enquiry into a debtor's financial position mentioned in section 65 (1) and shall be an inclusive fee, chargeable only once, for the issue and all reissues of the notice, all postponements of the enquiry, irrespective of the number of days on which the enquiry is heard in court: Provided that where the debtor moves from the jurisdiction of the court after the issue of the aforesaid notice and the notice is again issued in any other district, the aforesaid fee may also be charged in such other district if the court so orders.

3. The following shall be allowed in addition to the fees prescribed in the tariff:—

(a) All necessary disbursements incurred in connection with the proceedings.

(b) A fee of 10 per cent for collection of each instalment until a total amount of R20 shall have been paid in reduction of the capital and thereafter 5 per cent. Where the amount is payable in instalments the collection fees shall be taxable immediately the appropriate order is made but shall be recoverable only on payment of each instalment. This fee shall be in substitution for and not in addition to the collection fees prescribed in paragraph 13 of the general provisions under Table A.

(c) All necessary disbursements incurred in connection with any prior abortive proceedings under section 72, if the court has so ordered.

(d) Any amount necessarily and actually disbursed in tracing the judgment debtor where the capital amount of the debt at the time the tracing agent was employed was not less than R100. The total amount to be allowed in any one case not to exceed R4.

4. For the purpose of the tariff to this Part the amount of the claim shall, save as provided in paragraph 3 (d), be the total of the capital amount only outstanding as at the date of the first institution of proceedings under section 65 (1) of the Act.

TARIFF.

	R
(a) Where claim is under R20.....	5.00
(b) Where claim is R20 or over but under R100.....	7.50
(c) Where claim is R100 or over.....	10.00
(d) Application for substituted service (including appearance in court).....	1.50
(e) Warrant of arrest (Form 44).....	1.50
(f) Garnishee order (Form 41).....	1.50
(g) Notice to show cause (including appearance in court)...	4.00
(h) Warrant of arrest and committal to prison (Forms 46, 47 and 48).....	1.50
(i) Application for costs on notice (including appearance in court).....	3.00
(j) Obtaining a certified copy of a judgment.....	2.00
(k) Affidavit by debtor [Rule 45 (6)].....	3.00

PART II.

GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN
TERMS OF SECTION 72 OF THE ACT.

1. Save as provided in paragraphs 2 and 3 no fees other than those laid down in the tariff to this Part shall be allowed.

2. Paragraph 3 (a), (b) and (d) of the general provisions under Part I of this Table shall *mutatis mutandis* apply to this Part.

3. All necessary disbursements incurred in connection with any prior abortive proceedings under section 65 shall be allowed, if the Court has so ordered.

4. For the purpose of this tariff the amount of the claim shall, save as provided in paragraph 3 (d) of the general provisions under Part I of this Table, be the total of the capital amount only, outstanding as at the date of the first institution of proceedings in terms of section 72 of the Act.

TARIEF.

	R
(a) Waar die eis minder as R20 is.....	5.00
(b) Waar die eis R20 of meer is.....	10.00
(c) Verkryging van 'n gewaarmerkte afskrif van 'n vonnis	2.00
(d) Aansoek om 'n bevel tot eksekusie teen die beslag-skuldenaar.....	3.00
(e) Beëdigde verklaring van skuldenaar wat aanbied om in paaiemente te betaal.....	3.00
(f) Skuldbeslagorder (Vorm 41).....	1.50

DEEL III.

ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE INGEVOLGE ARTIKEL 74 VAN DIE WET.

1. (a) Paragraaf 3 (a) van die algemene bepalings onder Deel I van hierdie Tabel is *mutatis mutandis* op hierdie Deel van toepassing.

(b) Ten opsigte van 'n bedrag wat die administrateur aan die vonnisskuldeiser se prokureur ingevolge die bevel moet oorbetal, word gelde van 10 persent toegelaat vir die invordering van elke sodanige bedrag totdat 'n totale bedrag van R20 in mindering van die kapitaal afbetaal is en daarna 5 persent. Die invorderingsgeld kan onmiddellik na die uitreiking van die toepaslike bevel getakseer word maar is slegs by betaling van elke paaiement verhaalbaar. Hierdie gelde is ter vervanging van en nie addisioneel nie tot die invorderingsgelde wat in paragraaf 13 van die algemene bepalings onder Tabel A of paragraaf 3 (b) van die algemene bepalings onder Deel I van hierdie Tabel voorgeskryf is.

2. Vir doeleindes van items 4 en 5 van die Tarief van hierdie Deel bestaan 'n folio uit 100 geskrewe of gedrukte woorde of syfers en word vier syfers as een woord gereken.

TARIEF.

Item.	Een tot tien skuldeisers.	Elf tot twintig skuldeisers.	Meer as twintig skuldeisers.
	R	R	R
1. Instruksies om aansoek te doen om administrasieorder, insluitende die nodige deurlees van dagvaardings, aanmanings, ens. en vasstelling van die bedrag van bates en laste, insluitende alle verskynings en briefwisseling nodig in verband daarmee	5.00	8.00	12.00
2. Instruksies op aansoek kragtens artikel 74 (15) of om sodanige aansoek of die toestaan van administrasieorder te opponeer, insluitende die opstel van 'n aansoek (waar nodig).....	4.00	4.00	4.00
3. Opstel van aansoek om administrasieorder en beëdigde verklaring insluitende alle bylaes daarvan en alle verskynings uitgesonderd verskyning in hof.....	4.00	4.00	4.00
4. Maak van afskrifte van aansoek, beëdigde verklaring en bylaes vir skuldeisers.....	0.05*	0.05*	0.05*
5. Deurlees van aansoek en ander betekende dokumente, as daar is, per folio.....	0.10	0.10	0.10
OPMERKING.—Die gelde onder hierdie item kan slegs deur die prokureur vir 'n teenparty geëis word.			
6. Verskyning in hof:—			
(a) By verdagting: indien nie deur die prokureur of sy klient veroorsaak nie.....	2.00	2.00	2.00
(b) By ander verhoor as vir tenietdoening van order.....	4.00	8.00	8.00
(c) By aansoek om tenietdoening of hersiening van order.....	2.00	2.00	2.00

* Per folio vir elk van die eerste 10 afskrifte en daarna 15c per volledige afskrif behoudens in enige geval 'n maksimum van R15.

TARIFF.

	R
(a) Where the claim is under R20.....	5.00
(b) Where the claim is R20 or over.....	10.00
(c) Obtaining certified copy of a judgment.....	2.00
(d) Application for an order of execution against the garnishee.....	3.00
(e) Affidavit by debtor offering to pay in instalments....	3.00
(f) Garnishee order (Form 41).....	1.50

PART III.

GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTION 74 OF THE ACT.

1. (a) Paragraph 3 (a) of the general provisions under Part I of this Table shall *mutatis mutandis* apply to this Part.

(b) In respect of any amount which the administrator is required to pay over to the judgment creditor's attorney in terms of the order, a fee of 10 per cent shall be allowed for collection of each such amount until a total of R20 shall have been paid in reduction of capital and thereafter 5 per cent. The collection fees shall be taxable immediately the appropriate order is made but shall be recoverable only upon payment of each instalment. This fee shall be in substitution for and not in addition to the collection fees prescribed in paragraph 13 of the general provisions under Table A or paragraph 3 (b) of the general provisions under Part I of this Table.

2. For the purposes of items 4 and 5 of the tariff to this Part, a folio is 100 written or printed words or figures and four figures shall be reckoned as one word.

TARIFF.

Item.	1 to 10 creditors.	11 to 20 creditors.	More than 20 creditors.
	R	R	R
1. Instructions to apply for administration order, including necessary perusal of summonses, demands, etc., and ascertaining amount of assets and liabilities, including all attendances and correspondence necessary thereto.....	5.00	8.00	12.00
2. Instructions on application under section 74 (15) or to oppose such application or granting of administration order, including drawing of application (where necessary)....	4.00	4.00	4.00
3. Drawing application for administration order and affidavit, including all annexures thereto and all attendances excluding attendance in court.....	4.00	4.00	4.00
4. Making copies of application, affidavit and annexures for creditors...	0.05*	0.05*	0.05*
5. Perusing application and other documents served, if any, per folio... NOTE.—This item is chargeable only by the attorney for an opposing party.	0.10	0.10	0.10
6. Attending Court:—			
(a) On postponement: If not occasioned by the attorney or his client.....	2.00	2.00	2.00
(b) On hearing, other than for rescission of order.....	4.00	8.00	8.00
(c) On application for rescission or review of order.....	2.00	2.00	2.00

* Per folio for each of the first 10 copies and 15c per complete copy thereafter subject in any event to a maximum of R15.

TABEL C.
ALGEMENE BEPALINGS EN TARIEF VAN GELDE
(GEREGSBODES).

DEEL I.
GEREGSBODES WAT AMPTENARE VAN DIE
STAATSDIENS IS.

1. Vir elke betekening of tenuitvoerlegging of gepoogde betekening of tenuitvoerlegging van enige prosesstuk of dokument (vooruit-betaal deur middel van inkomsteseëls wat daaraan geheg is): R1.25.
2. Betekening van 'n kennisgewing in reël 54 (1) genoem gelyktydig met die dagvaarding word nie as 'n afsonderlike betekening geag nie.

DEEL II.
GEREGSBODES WAT NIE AMPTENARE VAN DIE
STAATSDIENS IS NIE.

1. (a) Betekening of gepoogde betekening van 'n dagvaarding, getuedagvaarding, kennisgewing, bevel of ander dokument wat nie 'n dokument is wat in paragraaf 2 genoem is nie (met inbegrip van registrasie, relasie of kennisgewing) ingevolge die bepalings van reël 8 (4) aan 'n party wat 'n prosesstuk uitgeneem het: 60 sent.
- (b) Die betekening van 'n kennisgewing in reël 54 (1) genoem gelyktydig met die dagvaarding word nie as 'n afsonderlike betekening geag nie.

2. (a) Vir die tenuitvoerlegging of gepoogde tenuitvoerlegging van 'n lasbrief, interdik of skuldbeslagorder: R1.25.

Met dien verstande dat as die prosesstuk een vir inhegtenisneming of uitsetting is, 'n verdere bedrag van R1.25 na die tenuitvoerlegging betaal moet word ten opsigte van elke persoon bo die een wat in die prosesstuk genoem word en wat werklik gearrester is, of ten opsigte van elke persoon bo die een wat in die prosesstuk vir uitsetting genoem word of na wie daarin verwys word en wat werklik uit 'n afsonderlike perseel gesit is: Met dien verstande verder dat waar dit nodig is om aan iemand anders as die vonnisskuldenaar, respondent of beslag-skuldenaar te beteken ten einde tenuitvoerlegging te voltooi, die gelde gemeld in paragraaf 1 gevorder kan word ten opsigte van elke sodanige betekening.

- (b) Kennisgewing ooreenkomstig die bepalings van reël 8 (4): 10 sent.

3. Reistoelae word toegelaat teen 15 sent per myl vir elke myl of gedeelte daarvan wat van die landdroshof af gereis is tot by die plek van betekening en terug.

4. (a) Reistoelae is nie betaalbaar nie tensy dit vir die geregsbode nodig is om meer as twee myl van die hofgebou te gaan.

(b) Indien dit nodig is vir die geregsbode om verder as voornoemde afstand te gaan ten einde enige amspplig te vervul, is die voorgeskrewe reistoelae betaalbaar vir die heen- en terugreis, en word bereken vanaf die hofgebou van die distrik waarvoor die geregsbode aan-gestel is.

- (c) Reistoelae omvat alle uitgawes wat in verband met die reis aangegaan is, met inbegrip van treingeld.

- (d) Reistoelae word bereken met betrekking tot elke afsonderlike betekening, behalwe dat—

(i) waar meer as een betekening gedoen kan word op dieselfde rit buite 'n straal van 10 myl van die hofgebou af, die afstand van die straal van 10 myl na die eerste plek van betekening slegs een maal in rekening gebring kan word, en word gelyk verdeel tussen die onderskeie betekeninge, en die afstand van die eerste plek van betekening na die ander plekke van betekening word eweneens gelyk verdeel tussen die ander betekeninge; en

(ii) waar dieselfde prosesstuk aan meer as een persoon by dieselfde adres beteken moet word, word reiskoste slegs een maal in rekening gebring.

(e) Wanneer dit vir die geregsbode nodig is om iemand onder arrest oor enige afstand te vervoer, word enige reistoelae wat aan die geregsbode betaalbaar is ten opsigte van daardie gedeelte van sy reis waarop hy noodsaaklikerwys deur sodanige persoon vergesel was, verdubbel.

(f) Indien van die dienste van 'n Indiër- of Bantoe-adjunk-geregsbode gebruik gemaak word, is die reistoelae een-derde van dié wat in die tarief vermeld word.

5. (a) Inventaris, per 100 woorde of gedeelte daarvan: 30 sent.

(b) Bykomende afskrif vir elke vonnisskuldenaar meer dan een, as dit in werklikheid gemaak is, teen helfte van die tarief in paragraaf (a).

6. Borgakte: R1.25.

7. (a) (i) Toesig of bewaring van goed (hieronder „besit" genoem) ingevolge reël 41 (7) per dag of gedeelte daarvan—word bereken vanaf die uur waarop die beslaglegging werklik plaasgevind het tot die uur waarop uit besit teruggetree is of verwydering plaasgevind het: R2.

- (ii) Ook reistoelaes, met inbegrip van losies in elke geval.

TABLE C.
GENERAL PROVISIONS AND TARIFF OF FEES
(MESSENGERS OF THE COURT).

PART I.
MESSENGERS WHO ARE OFFICERS OF THE PUBLIC
SERVICE.

1. For each service or execution or attempted service or execution of any process or document (prepaid by means of revenue stamps affixed thereto): R1.25.

2. The service of a notice referred to in rule 54 (1) simultaneously with the summons shall not be regarded as a separate service.

PART II.
MESSENGERS WHO ARE NOT OFFICERS OF THE PUBLIC
SERVICE.

1. (a) Service or attempted service of a summons, subpoena, notice, order or other document not being a document mentioned in paragraph 2, including registration, return or notification in terms of the provisions of rule 8 (4) to a party who has sued out process: 60c.

(b) The service of a notice referred to in rule 54 (1) simultaneously with the summons shall not be regarded as a separate service.

2. (a) For the execution or attempted execution of any warrant, interdict or garnishee order: R1.25:

Provided that where the process is one of arrest or ejectment a further fee of R1.25 shall be paid after execution for each person beyond the one named in the process and in fact arrested, or for each person beyond the one named or referred to in the process of ejectment and in fact ejected from separate premises: Provided further that where it is necessary to serve persons other than the judgment debtor, respondent or garnishee in order to complete the execution, the fee laid down in paragraph (1) may be charged in respect of each such service.

- (b) Notification in accordance with the provisions of rule 8 (4): 10c.

3. A travelling allowance shall be allowed at 15 cents per mile for each mile or part thereof travelled from the magistrate's court to the place of service and back.

4. (a) Travelling allowance shall not be payable unless it is necessary for the messenger to go more than two miles from the courthouse.

(b) Where it is necessary for the messenger to go more than the aforesaid distance in order to discharge any official duty, the travelling allowance prescribed shall be payable for going and returning and shall be calculated from the courthouse of the district for which the messenger is appointed.

- (c) Travelling allowance includes all the expenses incurred in travelling including train fare.

- (d) Travelling allowance shall be calculated on each separate service, except that—

(i) where more services than one may be done on the same journey beyond a radius of 10 miles from the courthouse, the distance from the radius of 10 miles to the first place of service may be brought into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services; and

(ii) where service of the same process has to be effected on more than one person at the same address, only one charge for travelling shall be made.

(e) When it is necessary for a messenger to convey any person under arrest from any distance, any travelling allowance payable to the messenger in respect of that portion of his journey in which he was necessarily accompanied by such person shall be doubled.

(f) Where an Indian or Bantu deputy messenger is employed, the travelling allowance shall be one-third of that specified in the tariff.

5. (a) Inventory, per 100 words or part thereof: 30c.

(b) Additional copy for every judgment debtor beyond one, actually made, at half the tariff referred to in paragraph (a).

6. Security bond: R1.25.

7. (a) (i) Charge or custody of property (hereinafter referred to as "possession") in terms of rule 41 (7), per day or part thereof—shall be reckoned from the hour at which the attachment actually took place to the hour at which possession was given up or removal took place: R2.

- (ii) Also travelling allowances, to include board in every case.

(b) Indien op lewendende hawe beslag gelê is, word slegs die nodige ontkoste om die diere op te pas en te onderhou, toegestaan.

(c) Indien die goedere verwyder en geberg word, word slegs die verwyderings- en bergingskoste toegestaan.

8. (a) "Besit" beteken werklike liggaamlike besit deur 'n persoon deur die geregsbode in diens geneem en betaal, wie se enigste werk asdan is om op die perseel waar die goedere op beslag gelê is, te bly, en wat in werklikheid in besit bly vir die tydperk waarvoor besit bereken word.

(b) "Verwyderingskoste" beteken die bedrag in werklikheid en noodsaaklikerwys uitbetaal.

(c) "Bergingskoste" beteken die bedrag in werklikheid en noodsaaklikerwys vir berging uitbetaal, as die goedere by 'n derde persoon geberg was, of, as die geregsbode die bergplek verskaf het, dan sodanige bedrag as wat billikerwys in die gewone loop van besigheid toegestaan sou kon word as die goedere by 'n derde persoon geberg was.

9. Indien 'n lasbrief vir eksekusie of 'n skuldbeslagorder by vertoning ten volle of gedeeltelik betaal word of gelde word beslag op gelê in tenuitvoerlegging teen roerende goed, twee en een halwe persent van die bedrag wat aldus betaal of beslag op gelê is.

10. Indien die lasbrief vir eksekusie teruggetrek of opgeskort word of die vonnisskuldenaar se boedel gesekwestreer word na beslagleggings, maar voor verkoop, een persent van die waarde van die goed waarop beslag gelê is, met dien verstande dat indien 'n verkoping daarna ingevolge genoemde beslaglegging plaasvind, die bedrag aldus betaal, afgetrek word van die kommissie kragtens paragraaf 11 betaalbaar.

11. Waar die lasbrief vir eksekusie teen roerende goed uitgevoer word deur verkoping, drie persent van die bedrag (die bedrag van die vonnisskuld met rente en koste nie te bowe gaande nie) opgelewer.

12. Wanneer op onroerende goed in tenuitvoerlegging beslag gelê is en dié onroerende goed nie verkoop word nie of omrede die lasbrief ingetrek of opgeskort is of omrede die boedel van die eksekusieskuldenaar gesekwestreer is, is die uitgawe in verband met die poging om te verkoop en die bedrag van R4.20 aan die geregsbode of die persoon wat inderdaad gemagtig was om as afslaer op te tree, na gelang van die geval, betaalbaar.

13. Wanneer tenuitvoerlegging teen onroerende goed deur verkoping uitgevoer is, word die volgende afslaersgelde op die opbrengs van die verkoping toegestaan:—

(a) Indien die geregsbode as afslaer opgetree het: twee persent, behoudens 'n minimum van R4.20;

(b) as 'n afslaer in diens geneem is soos in reël 43 (9) bepaal: aan die geregsbode een persent, behoudens 'n minimum van R2.10.

14. Benewens die gelde in paragrawe 10 tot en met 13 toegestaan, word die bedrag in werklikheid en redelikerwys deur die geregsbode of die afslaer betaal vir drukwerk, advertensie en bekendmaking van 'n verkoping of voorgenome verkoping in tenuitvoerlegging, toegestaan.

15. Waar die geregsbode in besit is uit hoofde van meer as een lasbrief vir eksekusie, kan hy slegs vir een besit gelde bereken, en sodanige besit moet, sover doenlik, gelykop tussen die verskillende lasbriewe wat gedurende dieselfde tydperk uitgereik is, verdeel word; maar elke eksekusieskuldeiser is gesamentlik en afsonderlik aanspreeklik vir sodanige besit tot hoogstens 'n bedrag wat verskuldig sou gewees het ingevolge sy tenuitvoerlegging as dit die enigste was.

16. Gelde wat betaalbaar is op die waarde van die goedere waarop beslag gelê is of op die opbrengs van die verkoping van goed in tenuitvoerlegging, word nie bereken op sodanige waarde of opbrengs vir sover as wat dit die bedrag van die lasbrief te bowe gaan nie.

17. Benewens die voorgeskrewe gelde is die geregsbode geregtig om die bedrag deur hom aan posgeld betaal in rekening te bring.

18. Die geregsbode se gelde en uitgawes in tenuitvoerlegging van 'n skuldbeslagorder word by die bedrag gevoeg wat kragtens die order verhaal moet word, en kan teen die vonnisskuldenaar in rekening gebring word.

TABEL D. ASSESSORGELDE.

1. Vir elke bywoning wanneer die saak in sy geheel of gedeeltelik verhoor is: R2.50 vir elke uur of gedeelte van 'n uur van sodanige bywoning, maar nie minder as R6.50 of meer as R10.50 vir elke sodanige bywoning nie.

2. Vir elke bywoning wanneer die saak nie verhoor word nie maar uitgestel of geskik word, teen bogenoemde tarief, maar met 'n minimum van R2.50.

3. Bywonings word bereken vanaf die uur waarvoor die assessor gedagvaar is tot die uur waarop vonnis gegee of voorbehou word, of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al die eerste plaasvind.

4. Wanneer die saak verdaag, uitgestel of geskik word, word bywoning bereken vanaf die uur waarvoor die assessor gedagvaar is tot die uur waarop die saak verdaag, uitgestel of geskik word of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al die eerste plaasvind.

(b) If livestock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.

(c) If the goods are removed and stored, only the cost of removal and storage shall be allowed.

8. (a) "Possession" means actual physical possession by a person employed and paid by the messenger, whose sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.

(b) "Cost of removal" means the amount actually and necessarily disbursed.

(c) "Cost of storage" means the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the messenger provided the storage, then such an amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.

9. Where a warrant of execution or garnishee order is paid in full or in part on presentation or moneys are attached in execution against movables, 2½ per cent on the amount so paid or attached.

10. Where the warrant of execution is withdrawn, stayed or the judgments debtor's estate is sequestrated after attachment, but before sale: 1 per cent on the value of the goods attached: Provided that if a sale subsequently takes place in consequence of the said attachment, the amount so paid shall be deducted from the commission payable under paragraph 11.

11. Where the warrant of execution against movables is completed by sale: 3 per cent on the amount (not exceeding the amount of the judgment debt with interest and costs) realised.

12. When immovable property has been attached in execution and is not sold, either by reason of the warrant having been withdrawn, stayed or of the estate of the execution debtor having been sequestrated, the expenses in connection with the attempted sale and the sum of R4.20 shall be payable to the messenger or to the person in fact authorised to act as auctioneer, as the case may be.

13. When an execution against immovable property is completed by sale the following auctioneer's fees shall be allowed on the proceeds of the sale:—

(a) If the messenger acted as auctioneer: 2 per cent, subject to a minimum of R4.20;

(b) if an auctioneer is employed as provided in rule 43 (9): to the messenger 1 per cent, subject to a minimum of R2.10.

14. In addition to the fees allowed by paragraphs 10 to 13, both inclusive, there shall be allowed the sum actually and reasonably paid by the messenger or the auctioneer for printing, advertising and giving publicity to any sale or intended sale in execution.

15. Where the messenger is in possession under more than one warrant of execution, he may charge for only one possession, and such possession shall, as far as possible, be apportioned equally to several warrants for the common period; but each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his execution if it had stood alone.

16. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.

17. In addition to the fees prescribed, the messenger shall be entitled to charge the amount of postage paid by him.

18. The messenger's fees and expenses in execution of a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

TABEL D. FEES TO ASSESSORS.

1. For every attendance when the case is wholly or partly heard: R2.50 for each hour or part of an hour of such attendance, but not to be less than R6.50 or more than R10.50 for every such attendance.

2. For every attendance when the case is not heard but is postponed or settled, at the above rate, but the minimum to be R2.50.

3. Attendances to be reckoned from the hour for which the assessor is summoned to the hour at which judgment is given or reserved, or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.

4. When the case is adjourned, postponed or settled, attendances to be reckoned from the hour for which the assessor is summoned to the hour at which the case is adjourned, postponed or settled, or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.

5. 'n Assessor wat nóg 'n woonplek nóg 'n besigheidsplek binne 3 myl van die hofgebou het, is ook geregtig op 'n reistoelae teen die tarief van 10 sent per myl vir elke rit wat hy werklik en noodsaaklikerwys tussen die hofgebou en sy woon- of besigheidsplek aflê.

TABEL E.
HOFGELDE.

	R
1. Op elke eerste dokument waardeur enige aksie begin word, aansoek om 'n order kragtens artikel 74 van die Wet of aansoek wat, wanneer dit aan die klerk van die hof oorhandig word, nie betrekking het op 'n siviele geding wat reeds by daardie hof aangeteken is nie....	0.50
2. Op 'n versoek om 'n rekord in te sien—	
(a) indien die korrekte nommer verskaf word.....	0.10
(b) indien 'n verkeerde of geen nommer verskaf word nie, vir elke 100 rekords wat nagegaan word.....	0.30
3. Vir 'n afskrif van 'n rekord deur die klerk van die hof gemaak vir elke 100 woorde of gedeelte daarvan....	0.20
4. Vir die insien en sertifiseer van 'n afskrif van 'n rekord—	
(a) elke 100 woorde.....	0.05
(b) minimum bedrag.....	0.10

OPMERKINGS.

1. Vir doeleindes van item 1 sluit die uitdrukking „aksie” nie 'n teenvordering in nie.

2. (a) Indien 'n geskil ontstaan tussen die klerk van die hof en iemand wat 'n dokument wil indien betreffende die vraag of die dokument van voldoende seëls voorsien is of nie, word die vraag na 'n regterlike amptenaar verwys, wat dit op 'n summierse wyse beslis.

(b) Sodanige regterlike amptenaar se beslissing is vir doeleindes van die aksie of aangeleentheid met betrekking waartoe sodanige dokument ingedien word, 'n eindbeslissing, maar sodanige beslissing is sonder benadeling van enige ander regte van 'n belanghebbende persoon.

3. Geen gelde word bereken vir die insae van die stukke van enige saak nie—

(a) op die eersvolgende besigheidsdag na die dag waarop die vonnis in sodanige saak gegee is indien die aantal siviele sake in daardie hof aangeteken 5,000 gedurende die vorige jaar te bowe gegaan het; of

(b) binne sewe dae na vonnis indien die aantal siviele sake aangeteken in daardie hof gedurende die vorige jaar nie 5,000 te bowe gegaan het nie; of

(c) teen 'n party in 'n saak te eniger tyd voor vonnis of binne sewe dae na vonnis.

2. Hierdie reëls tree op die Dertigste dag van Augustus 1968 in werking.

P. C. PELSER,
Minister van Justisie.

5. An assessor who has neither a residence nor a place of business within three miles of the court-house shall also be entitled to a travelling allowance at the rate of 10 cents a mile for each journey actually and necessarily taken between the court-house and his residence or place of business.

TABLE E.
COURT FEES.

	R
1. On every initial document commencing any action, application for an order under section 74 of the Act or application which, when handed to the clerk of the court, is not related to civil proceedings already on record in that court.....	0.50
2. On any request to inspect any record—	
(a) if the correct number is furnished.....	0.10
(b) if an incorrect or no number is furnished for every 100 records searched.....	0.30
3. For a copy of a record made by the clerk of the court, for every 100 words or part thereof.....	0.20
4. For examining and certifying a copy of a record—	
(a) each 100 words.....	0.05
(b) minimum charge.....	0.10

NOTES.

1. For the purposes of item 1 the expression “action” does not include a counter-claim.

2. (a) Where any dispute arises between the clerk of the court and any person desiring to lodge any document as to whether the document is or is not sufficiently stamped, the question shall be referred to a judicial officer, who shall decide the same in a summary manner.

(b) Such judicial officer's decision shall be final for the purpose of the action or matter in respect to which such document is lodged, but such decision shall be without prejudice to any other rights of any person interested.

3. No charge shall be made for the inspection of the record of any case—

(a) on the business day next succeeding the day on which judgment was delivered in such case if the number of civil cases recorded in that court exceeded 5,000 during the preceding year; or

(b) within seven days after judgment if the number of civil cases recorded in that court during the preceding year did not exceed 5,000; or

(c) to any party to any case at any time before judgment or within seven days after judgment.

2. These rules shall come into operation on the Thirtieth day of August 1968.

P. C. PELSER,
Minister of Justice.

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